

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
						demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding. However, at any time before the arbitrators' decision, either party may revoke the agreement to arbitrate the matter.
TEXAS PERSONAL AUTO POLICY	SA-1455/TXEP 4/08	<p>8. For the first \$250 of the amount of property damage to the property of that insured as the result of any one accident.</p> <p>The limit of Property Damage Liability shown in the Declarations for "each accident" for Uninsured/Underinsured Motorists Coverage is our maximum limit of liability for all property damage resulting from any one accident.</p> <p>This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Bonds or policies applicable; 4. Vehicles or premiums shown in the Declarations; or 5. Vehicles involved in the accident. <p>D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:</p> <ol style="list-style-type: none"> 1. Part A, Part B1 or Part D of this policy 	<p>A person seeking Uninsured Motorists Coverage under Paragraph 2. of the definition of uninsured motor vehicle must also promptly:</p> <ol style="list-style-type: none"> 1. Send us copies of the legal papers if a suit is brought; and 2. Notify us in writing of a tentative settlement between the insured and the insurer of the uninsured motor vehicle and allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such uninsured motor vehicle. 	<p>We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by an insured and caused by an accident; or 2. Property damage caused by an accident. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> <p>Any judgment for damages arising out of suit brought without our written consent is not binding on us. If we and you do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on us.</p>	<p>"Property damage" as used in this Part means injury to, or destruction of, or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto, not including a temporary substitute. 2. Any property owned by a person listed in 1. or 2. of the definition of an insured while contained in your covered auto. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. 	<p>If we and an insured do not agree: 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. <p>This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which your covered auto is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must</p>

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						be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding. However, at any time before the arbitrators' decision, either party may revoke the agreement to arbitrate the matter.
TEXAS PERSONAL AUTOMOBILE POLICY	SA-1455/TXEP 5/03	<p>4. For the first \$250 of the amount of property damage to the property of that insured as the result of any one accident.</p> <p>For any property damage to which the Coverage for Damage to Your Auto of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <ol style="list-style-type: none"> 1. Neither one by itself is sufficient to cover the loss; 2. You pay the higher deductible amount (but you do not have to pay both deductibles); and 3. You will not recover more than the actual damages 	<p>A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved; 2. Promptly send us copies of the legal papers if a suit is brought; 3. Take reasonable steps after loss, at our expense, to protect damaged property from further loss; and 4. Permit us to inspect and appraise the damaged property before its repair or disposal. 	<p>We will pay damages which a covered person is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by a covered person, or property damage, caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our consent is not binding on us. If we and you do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on us.</p>	<p>C. "Property damage" as used in this Part means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto, not including a temporary substitute auto. 2. Any property owned by a person listed in B.1. or B.2. of covered person while contained in your covered auto. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. 	None.
TEXAS PERSONAL AUTOMOBILE POLICY	SA-1455/TXEP 5/04	<p>4. For the first \$250 of the amount of property damage to the property of that insured as the result of any one accident.</p> <p>For any property damage to which the Coverage for Damage to Your Auto of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both</p>	<p>A person seeking Coverage for Damage to Your Auto must also:</p> <ol style="list-style-type: none"> 1. Take reasonable steps after loss, to protect your covered auto and its equipment from further loss. We will pay reasonable expenses incurred to do this; 2. Promptly notify the police if your covered auto is stolen; and 3. Permit us to inspect and appraise the damaged property before its repair or disposal. 	<p>We will pay damages which a covered person is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by a covered person, or property damage, caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the</p>	<p>"Property damage" as used in this Part means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto, not including a temporary substitute auto. 2. Any property owned by a person listed in B.1. or B.2. of covered person while contained in your covered auto. 3. Any property owned by you or 	None.

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		coverages, but only if: 1. Neither one by itself is sufficient to cover the loss; 2. You pay the higher deductible amount (but you do not have to pay both deductibles); and 3. You will not recover more than the actual damages		uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our consent is not binding on us. If we and you do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on us.	any family member while contained in any auto not owned, but being operated, by you or any family member.	
TEXAS PERSONAL AUTOMOBILE POLICY	SA-1455/TXEP 9/04	4. For the first \$250 of the amount of property damage to the property of that insured as the result of any one accident. For any property damage to which the Coverage for Damage to Your Auto of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if: 1. Neither one by itself is sufficient to cover the loss; 2. You pay the higher deductible amount (but you do not have to pay both deductibles); and 3. You will not recover more than the actual damages	A person seeking Uninsured/Underinsured Motorists Coverage must also: 1. Promptly notify the police if a hit-and-run driver is involved; 2. Promptly send us copies of the legal papers if a suit is brought; 3. Take reasonable steps after loss, at our expense, to protect damaged property from further loss; and 4. Permit us to inspect and appraise the damaged property before its repair or disposal.	We will pay damages which a covered person is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by a covered person, or property damage, caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our consent is not binding on us. If we and you do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on us.	"Property damage" as used in this Part means injury to, destruction of or loss of use of: 1. Your covered auto, not including a temporary substitute auto. 2. Any property owned by a person listed in B.1. or B.2. of covered person while contained in your covered auto. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member.	None.
TEXAS PERSONAL AUTO POLICY	SA-1455/TXEP 12/06	8. For the first \$250 of the amount of property damage to the property of that insured as the result of any one accident. The limit of Property Damage Liability shown in the Declarations for "each accident" for Uninsured/Underinsured Motorists Coverage is our maximum limit of liability for all	A person seeking Uninsured Motorists Coverage under Paragraph 2. of the definition of uninsured motor vehicle must also promptly: 1. Send us copies of the legal papers if a suit is brought; and 2. Notify us in writing of a tentative settlement between the insured and the insurer of the uninsured motor vehicle and allow us 30 days to advance	We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of: 1. Bodily injury sustained by an insured and caused by an accident; or 2. Property damage caused by an accident. The owner's or operator's liability for these damages	"Property damage" as used in this Part means injury to, or destruction of, or loss of use of: 1. Your covered auto, not including a temporary substitute. 2. Any property owned by a person listed in 1. or 2. of the definition of an insured while contained in your	A. If we and an insured do not agree: 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so

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		<p>property damage resulting from any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. insureds; 2. Claims made; 3. Bonds or policies applicable; 4. Vehicles or premiums shown in the Declarations; or 5. Vehicles involved in the accident. <p>D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:</p> <ol style="list-style-type: none"> 1. Part A, Part B1 or Part D of this policy 	<p>payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such uninsured motor vehicle.</p>	<p>must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of suit brought without our written consent is not binding on us. If we and you do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on us.</p>	<p>covered auto.</p> <p>3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member.</p>	<p>agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which your covered auto is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding. <p>However, at any time before the arbitrators' decision, either party may revoke the agreement to arbitrate the matter.</p>
TEXAS PERSONAL AUTO POLICY	SA-1852/TXEP 2/07	<p>8. For the first \$250 of the amount of property damage to the property of that insured as the result of any one accident.</p> <p>The limit of Property Damage Liability shown in the Declarations for "each accident" for Uninsured/Underinsured Motorists Coverage is our maximum limit of liability for all property damage resulting</p>	<p>C. A person seeking Uninsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by an insured and caused by an accident; or 2. Property damage caused by an accident. <p>The owner's or operator's liability for these damages must arise out of the ownership,</p>	<p>C. "Property damage" as used in this Part means injury to, or destruction of, or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto, not including a temporary substitute. 2. Any property owned by a person listed in 1. or 2. of the definition of an insured while contained in your covered auto. 	<p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured from the owner or operator of an uninsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. <p>Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree</p>

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		<p>from any one accident.</p> <p>This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Bonds or policies applicable; 4. Vehicles or premiums shown in the Declarations; or 5. Vehicles involved in the accident. <p>D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:</p> <ol style="list-style-type: none"> 1. Part A, Part B1 or Part D of this policy 		<p>maintenance or use of the uninsured motor vehicle.</p> <p>Any judgment for damages arising out of suit brought without our written consent is not binding on us. If we and you do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on us.</p>	<p>3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member.</p>	<p>within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which your covered auto is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding. <p>However, at any time before the arbitrators' decision, either party may revoke the agreement to arbitrate the matter.</p>

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UTAH PERSONAL AUTO POLICY	SA-1714/UTEP 5/05	<p>3. For the first \$250 of the amount of the property damage to each of your covered autos as the result of any one accident.</p> <p>Our maximum limit of liability for all damages resulting from any one accident will be the lesser of:</p> <ol style="list-style-type: none"> 1. \$3,500; or 2. The actual cash value of your covered auto. <p>OTHER INSURANCE If there is any other similar insurance available under more than one policy or provision of coverage:</p> <ol style="list-style-type: none"> 1. The maximum recovery under all policies combined will not exceed \$3,500 for any one vehicle. 	<p>C. A person seeking Uninsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. We will pay under this coverage only if the Declarations indicate that Property Damage Uninsured Motorists Coverage is provided for the vehicle involved in the accident. Any judgment for damages arising out of a suit brought without our consent is not binding on us.	"Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include: <ol style="list-style-type: none"> 1. Loss of use of your covered auto; or 2. Damage to personal property contained in your covered auto. 	ARBITRATION <ol style="list-style-type: none"> 1. This provision does not apply if a small claims court having jurisdiction resolves the matter or matters upon which the parties do not agree. 2. If we and an insured do not agree: <ol style="list-style-type: none"> a. Whether that Insured is legally entitled to recover damages; or b. As to the amount of damages which are recoverable by that insured; from the owner or operator of an underinsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will: <ol style="list-style-type: none"> a. pay the expenses it incurs; and b. bear the expenses of the third arbitrator equally. Unless both parties agree otherwise, arbitration will take place in the county in which you live. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to: <ol style="list-style-type: none"> a. whether you are legally entitled to recover damages for property damage; and b. the amount of such damages.
UTAH PERSONAL AUTO POLICY	SA-1714/UTEP 10/04	<p>3. For the first \$250 of the amount of the property damage to each of your covered autos as the result of any one accident.</p> <p>Our maximum limit of liability for all damages resulting from any one accident will be the lesser of:</p>	<p>C. A person seeking Uninsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an	"Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include: <ol style="list-style-type: none"> 1. Loss of use of your covered auto; or 2. Damage to personal property contained in your covered auto. 	ARBITRATION <ol style="list-style-type: none"> 1. This provision does not apply if a small claims court having jurisdiction resolves the matter or matters upon which the parties do not agree. 2. If we and an insured do not agree: <ol style="list-style-type: none"> a. Whether that insured is legally entitled to recover damages; or b. As to the amount of damages which are recoverable by that insured; from the owner or operator of an underinsured motor

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		<p>1. \$3,500; or 2. The actual cash value of your covered auto.</p> <p>OTHER INSURANCE If there is any other similar insurance available under more than one policy or provision of coverage: 1. The maximum recovery under all policies combined will not exceed \$3,500 for any one vehicle.</p>		<p>accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. We will pay under this coverage only if the Declarations indicate that Property Damage Uninsured Motorists Coverage is provided for the vehicle involved in the accident.</p> <p>Any judgment for damages arising out of a suit brought without our consent is not binding on us.</p>		<p>vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.</p> <p>Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>3. Each party will:</p> <ul style="list-style-type: none"> a. pay the expenses it incurs; and b. bear the expenses of the third arbitrator equally. <p>4. Unless both parties agree otherwise, arbitration will take place in the county in which you live. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ul style="list-style-type: none"> a. whether you are legally entitled to recover damages for property damage; and b. the amount of such damages.
UTAH PERSONAL AUTO POLICY	SA-1714/UTEP 12/03	<p>3. For the first \$250 of the amount of the property damage to each of your covered autos as the result of any one accident.</p> <p>Our maximum limit of liability for all damages resulting from any one accident will be the lesser of:</p> <ul style="list-style-type: none"> 1. The limit of liability shown in the Declarations; or 2. The actual cash value of your covered auto. <p>OTHER INSURANCE If there is any other similar insurance available under more than one policy or provision of coverage:</p>	<p>C. A person seeking Uninsured Motorists Coverage must also:</p> <ul style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE</p> <p>INSURING AGREEMENT</p> <p>We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. We will pay under this coverage only if the Declarations indicate that Property Damage Uninsured Motorists Coverage is provided for the vehicle involved in</p>	<p>"Property damage" as used in this coverage means injury to or destruction of your covered auto.</p> <p>However, property damage does not include:</p> <ul style="list-style-type: none"> 1. Loss of use of your covered auto; or 2. Damage to personal property contained in your covered auto. 	<p>ARBITRATION</p> <p>1. This provision does not apply if a small claims court having jurisdiction resolves the matter or matters upon which the parties do not agree.</p> <p>2. If we and an insured do not agree:</p> <ul style="list-style-type: none"> a. Whether that insured is legally entitled to recover damages; or b. As to the amount of damages which are recoverable by that insured; <p>from the owner or operator of an underinsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.</p> <p>Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>3. Each party will:</p> <ul style="list-style-type: none"> a. pay the expenses it

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		1. The maximum recovery under all policies combined will not exceed \$3,500 for any one vehicle.		the accident. Any judgment for damages arising out of a suit brought without our consent is not binding on us.		incurs; and b. bear the expenses of the third arbitrator equally. 4. Unless both parties agree otherwise, arbitration will take place in the county in which you live. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to: a. whether you are legally entitled to recover damages for property damage; and b. the amount of such damages.
UTAH PERSONAL AUTO POLICY	SA-1714/UTEP 3/02	3. For the first \$250 of the amount of the property damage to each of your covered autos as the result of any one accident. Our maximum limit of liability for all damages resulting from any one accident will be the lesser of: 1. The limit of liability shown in the Declarations; or 2. The actual cash value of your covered auto. OTHER INSURANCE If there is any other similar insurance available under more than one policy or provision of coverage: 1. The maximum recovery under all policies combined will not exceed \$3,500 for any one vehicle.	C. A person seeking Uninsured Motorists Coverage must also: 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought.	PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. We will pay under this coverage only if the Declarations indicate that Property Damage Uninsured Motorists Coverage is provided for the vehicle involved in the accident. Any judgment for damages arising out of a suit brought without our consent is not binding on us.	"Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include: 1. Loss of use of your covered auto; or 2. Damage to personal property contained in your covered auto.	ARBITRATION 1. This provision does not apply if a small claims court having jurisdiction resolves the matter or matters upon which the parties do not agree. 2. If we and an insured do not agree: a. Whether that insured is legally entitled to recover damages; or b. As to the amount of damages which are recoverable by that insured; from the owner or operator of an underinsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. 3. Each party will: a. pay the expenses it incurs; and b. bear the expenses of the third arbitrator equally. 4. Unless both parties agree otherwise, arbitration will take place in the county in which you live. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to: a. whether you are legally entitled to recover damages for property damage; and b. the amount of such damages.

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
UTAH PERSONAL AUTO POLICY	SA-1852/UTEP 12/08	<p>4. For the first \$250 of the amount of the property damage to each of your covered autos as the result of any one accident.</p> <p>Our maximum limit of liability for all damages resulting from any one accident will be the lesser of:</p> <ol style="list-style-type: none"> 1. \$3,500; or 2. The actual cash value of your covered auto. <p>OTHER INSURANCE if there is any other similar insurance available under more than one policy or provision of coverage:</p> <ol style="list-style-type: none"> 1. The maximum recovery under all policies combined will not exceed \$3,500 for any one vehicle. 	<p>C. A person seeking Uninsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT</p> <p>We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p>	<p>"Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <ol style="list-style-type: none"> 1. Loss of use of your covered auto; or 2. Damage to personal property contained in your covered auto. 	<p>ARBITRATION</p> <ol style="list-style-type: none"> 1. This provision does not apply if a small claims court having jurisdiction resolves the matter or matters upon which the parties do not agree. 2. If we and an insured do not agree: <ol style="list-style-type: none"> a. whether that insured is legally entitled to recover damages; or b. as to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Either party may make a written demand for arbitration. Unless both parties agree otherwise in writing, the parties will select a single arbitrator. If the parties are unable to agree on a single arbitrator each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request the selection be made by a judge of a court having jurisdiction. 3. Unless both parties agree otherwise in writing, each party will: <ol style="list-style-type: none"> a. Bear the expenses for a single arbitrator equally; or b. Pay the expenses for the arbitrator selected by that party and bear the expenses of the third arbitrator equally. 4. Unless both parties agree otherwise, arbitration will take place in the county in which the Insured lives. Local rules of law as to procedure and evidence will apply. A written decision by the single arbitrator, or agreed to by at least two of the arbitrators will be binding as to: <ol style="list-style-type: none"> a. whether the insured is legally entitled to recover damages; and b. the amount of damages. However, either party may demand the right to a trial. This demand must be made within 20 days of service of the arbitration award. If this demand is not made, the arbitration award will be binding.

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
UTAH PERSONAL AUTO POLICY	SA-1852/UTEP 12/03	<p>3. For the first \$250 of the amount of the property damage to each of your covered autos as the result of any one accident.</p> <p>Our maximum limit of liability for all damages resulting from any one accident will be the lesser of:</p> <ul style="list-style-type: none"> 1. The limit of liability shown in the Declarations; or 2. The actual cash value of your covered auto. <p>OTHER INSURANCE If there is any other similar insurance available under more than one policy or provision of coverage:</p> <ul style="list-style-type: none"> 1. The maximum recovery under all policies combined will not exceed \$3,500 for any one vehicle. 	<p>C. A person seeking Uninsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT <p>We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p>	<p>"Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <ol style="list-style-type: none"> 1. Loss of use of your covered auto; or 2. Damage to personal property contained in your covered auto. 	ARBITRATION <ol style="list-style-type: none"> 1. This provision does not apply if a small claims court having jurisdiction resolves the matter or matters upon which the parties do not agree. 2. If we and an insured do not agree: <ul style="list-style-type: none"> a. whether that insured is legally entitled to recover damages; or b. as to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. 3. Each party will: <ul style="list-style-type: none"> a. pay the expenses it incurs; and b. bear the expenses of the third arbitrator equally. 4. Unless both parties agree otherwise, arbitration will take place in the county in which you live. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to: <ul style="list-style-type: none"> a. whether you are legally entitled to recover damages for property damage; and b. the amount of such damages.
UTAH PERSONAL AUTO POLICY	SA-1852/UTEP 10/04	<p>3. For the first \$250 of the amount of the property damage to each of your covered autos as the result of any one accident.</p> <p>Our maximum limit of liability for all damages resulting from any one accident will be the lesser of:</p> <ul style="list-style-type: none"> 1. The limit of liability shown in 	<p>C. A person seeking Uninsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT <p>We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical</p>	<p>"Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <ol style="list-style-type: none"> 1. Loss of use of your covered auto; or 2. Damage to personal property contained in your covered auto. 	ARBITRATION <ol style="list-style-type: none"> 1. This provision does not apply if a small claims court having jurisdiction resolves the matter or matters upon which the parties do not agree. 2. If we and an insured do not agree: <ul style="list-style-type: none"> a. whether that insured is legally entitled to recover damages; or b. as to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated.

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
		<p>the Declarations; or</p> <p>2. The actual cash value of your covered auto.</p> <p>OTHER INSURANCE If there is any other similar insurance available under more than one policy or provision of coverage:</p> <p>1. The maximum recovery under all policies combined will not exceed \$3,500 for any one vehicle.</p>		<p>contact with your covered auto.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p>		<p>However, disputes concerning coverage under this Part may not be arbitrated.</p> <p>Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>3. Each party will:</p> <ul style="list-style-type: none"> a. pay the expenses it incurs; and b. bear the expenses of the third arbitrator equally. <p>4. Unless both parties agree otherwise, arbitration will take place in the county in which you live. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ul style="list-style-type: none"> a. whether you are legally entitled to recover damages for property damage; and b. the amount of such damages.
UTAH PERSONAL AUTO POLICY	SA-1852/UTEP 9/06	<p>4. For the first \$250 of the amount of the property damage to each of your covered autos as the result of any one accident.</p> <p>Our maximum limit of liability for all damages resulting from any one accident will be the lesser of:</p> <p>1. \$3,500; or</p> <p>2. The actual cash value of your covered auto.</p> <p>OTHER INSURANCE If there is any other similar insurance available under more than one policy or provision of coverage:</p> <p>1. The maximum recovery under all policies combined will not exceed</p>	<p>C. A person seeking Uninsured Motorists Coverage must also:</p> <p>1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p>	<p>PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT</p> <p>We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p>	<p>"Property damage" as used in this coverage means injury to or destruction of your covered auto.</p> <p>However, property damage does not include:</p> <p>1. Loss of use of your covered auto; or</p> <p>2. Damage to personal property contained in your covered auto.</p>	<p>ARBITRATION</p> <p>1. This provision does not apply if a small claims court having jurisdiction resolves the matter or matters upon which the parties do not agree.</p> <p>2. If we and an insured do not agree:</p> <ul style="list-style-type: none"> a. whether that insured is legally entitled to recover damages; or b. as to the amount of damages which are recoverable by that insured; <p>from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.</p> <p>Either party may make a written demand for arbitration. Unless both parties agree otherwise in writing, the parties will select a single arbitrator. If the parties are unable to agree on a single arbitrator each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p>

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
		\$3,500 for any one vehicle.				<p>3. Unless both parties agree otherwise in writing, each party will:</p> <ul style="list-style-type: none"> a. Bear the expenses for a single arbitrator equally; or b. Pay the expenses for the arbitrator selected by that party and bear the expenses of the third arbitrator equally. <p>4. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A written decision by the single arbitrator, or agreed to by at least two of the arbitrators will be binding as to:</p> <ul style="list-style-type: none"> a. whether the insured is legally entitled to recover damages; and b. the amount of damages. However, either party may demand the right to a trial. This demand must be made within 20 days of service of the arbitration award. If this demand is not made, the arbitration award will be binding.
UTAH PERSONAL AUTO POLICY	SA-1852/UTEP 7/06	<p>4. For the first \$250 of the amount of the property damage to each of your covered autos as the result of any one accident.</p> <p>Our maximum limit of liability for all damages resulting from any one accident will be the lesser of:</p> <ol style="list-style-type: none"> 1. \$3,500; or 2. The actual cash value of your covered auto. <p>OTHER INSURANCE If there is any other similar insurance available under more than one policy or provision of coverage:</p> <ol style="list-style-type: none"> 1. The maximum recovery under all policies combined will not exceed 	<p>C. A person seeking Uninsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>PROPERTY DAMAGE UNINSUREDMOTORISTS COVERAGE INSURING AGREEMENT</p> <p>We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p>	<p>"Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <ol style="list-style-type: none"> 1. Loss of use of your covered auto; or 2. Damage to personal property contained in your covered auto. 	<p>ARBITRATION</p> <p>1. This provision does not apply if a small claims court having jurisdiction resolves the matter or matters upon which the parties do not agree.</p> <p>2. If we and an insured do not agree:</p> <ul style="list-style-type: none"> a. whether that insured is legally entitled to recover damages; or b. as to the amount of damages which are recoverable by that insured; <p>from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. Unless both parties agree otherwise in writing, the parties will select a single arbitrator. If the parties are unable to agree on a single arbitrator, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request select a third. If they cannot agree within 30 days, either may request that selection</p>

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/UnderInsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
		\$3,500 for any one vehicle.				be made by a judge of a court having jurisdiction. 3. Unless both parties agree otherwise in writing, each party will: a. Bear the expenses for a single arbitrator equally; or b. Pay the expenses for the arbitrator selected by that party and bear the expenses of the third arbitrator equally. 4. Unless both parties agree otherwise, arbitration will take place in the county in which the Insured lives. Local rules of law as to procedure and evidence will apply. A written decision by the single arbitrator, or agreed to by at least two of the arbitrators will be binding as to: a. whether the Insured is legally entitled to recover damages; and b. the amount of damages. However, either party may demand the right to a trial. This demand must be made within 20 days of service of the arbitration award. If this demand is not made, the arbitration award will be binding.
UTAH PERSONAL AUTO POLICY	SA-1852/UTEP 5/05	3. For the first \$250 of the amount of the property damage to each of your covered autos as the result of any one accident. Our maximum limit of liability for all damages resulting from any one accident will be the lesser of: 1. \$3,500; or 2. The actual cash value of your covered auto. OTHER INSURANCE If there is any other similar insurance available under more than one policy or provision of coverage: 1. The maximum recovery under all policies combined will	C. A person seeking Uninsured Motorists Coverage must also: 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought.	PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.	"Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include: 1. Loss of use of your covered auto; or 2. Damage to personal property contained in your covered auto.	"ARBITRATION 1. This provision does not apply if a small claims court having jurisdiction resolves the matter or matters upon which the parties do not agree. 2. If we and an Insured do not agree: a. whether that Insured is legally entitled to recover damages; or b. as to the amount of damages which are recoverable by that Insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. 3. Each party will: a. pay the expenses it incurs; and b. bear the expenses of the

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
		not exceed \$3,500 for any one vehicle.				third arbitrator equally. 4. Unless both parties agree otherwise, arbitration will take place in the county in which you live. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to: a. whether you are legally entitled to recover damages for property damage; and b. the amount of such damages.
UTAH PERSONAL AUTO POLICY	SA-1852/UTEP 4/09	4. For the first \$250 of the amount of the property damage to each of your covered autos as the result of any one accident. Our maximum limit of liability for all damages resulting from any one accident will be the lesser of: 1. \$3,500; or 2. The actual cash value of your covered auto. OTHER INSURANCE If there is any other similar insurance available under more than one policy or provision of coverage: 1. The maximum recovery under all policies combined will not exceed \$3,500 for any one vehicle.	C. A person seeking Uninsured Motorists Coverage must also: 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought.	PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.	"Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include: 1. Loss of use of your covered auto; or 2. Damage to personal property contained in your covered auto.	ARBITRATION 1. This provision does not apply if a small claims court having jurisdiction resolves the matter or matters upon which the parties do not agree. 2. If we and an insured do not agree: a. whether that insured is legally entitled to recover damages; or b. as to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Either party may make a written demand for arbitration. Unless both parties agree otherwise in writing, the parties will select a single arbitrator. If the parties are unable to agree on a single arbitrator each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. 3. Unless both parties agree otherwise in writing, each party will: a. Bear the expenses for a single arbitrator equally; or b. Pay the expenses for the arbitrator selected by that party and bear the expenses of the third arbitrator equally. 4. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A written decision by the single arbitrator, or agreed to by at least two of the arbitrators will be

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
UTAH PERSONAL AUTO POLICY	SA-1852/UTEP 2/02	<p>3. For the first \$250 of the amount of the property damage to each of your covered autos as the result of any one accident.</p> <p>Our maximum limit of liability for all damages resulting from any one accident will be the lesser of:</p> <ol style="list-style-type: none"> 1. The limit of liability shown in the Declarations; or 2. The actual cash value of your covered auto. <p>OTHER INSURANCE If there is any other similar insurance available under more than one policy or provision of coverage:</p> <ol style="list-style-type: none"> 1. The maximum recovery under all policies combined will not exceed \$3,500 for any one vehicle. 	<p>C. A person seeking Uninsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	PROPERTY DAMAGE UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT <p>We will pay damages which you are legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident arising out of actual physical contact with your covered auto.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p>	<p>"Property damage" as used in this coverage means injury to or destruction of your covered auto. However, property damage does not include:</p> <ol style="list-style-type: none"> 1. Loss of use of your covered auto; or 2. Damage to personal property contained in your covered auto. 	<p>ARBITRATION</p> <p>1. This provision does not apply if a small claims court having jurisdiction resolves the matter or matters upon which the parties do not agree.</p> <p>2. If we and an insured do not agree:</p> <ol style="list-style-type: none"> a. whether the insured is legally entitled to recover damages; and b. the amount of damages. However, either party may demand the right to a trial. This demand must be made within 20 days of service of the arbitration award. If this demand is not made, the arbitration award will be binding. <p>3. Each party will:</p> <ol style="list-style-type: none"> a. pay the expenses it incurs; and b. bear the expenses of the third arbitrator equally. <p>4. Unless both parties agree otherwise, arbitration will take place in the county in which you live. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> a. whether you are legally entitled to recover damages for property damage; and b. the amount of such damages.

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
VERMONT PERSONAL AUTO POLICY	SA-1852/VTEP 7/09	<p>4. For the first \$150 of the amount of each claim for property damage as the result of any one accident. However, this exclusion (A.4.) does not apply to:</p> <ul style="list-style-type: none"> a. direct damage to your covered auto if there is valid and collectible physical damage coverage applicable to that damage under this or any other policy; or b. indirect damage to any property of the insured. <p>LIMIT OF LIABILITY</p> <p>A. The limit of bodily injury liability shown in the Declarations for "each person" for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care and loss of services (including loss of consortium and wrongful death), arising out of bodily injury sustained by any one person in any one auto accident.</p> <p>Subject to this limit for "each person", the limit of bodily injury liability shown in the Declarations for "each accident" for Uninsured Motorists Coverage is our maximum limit of liability for all damages for bodily injury resulting from any one auto accident. Our maximum limit of liability for each claim for property damage resulting from any one accident is \$10,000. Our maximum limit is the most we will pay, regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. 	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by that insured and caused by an accident. 2. Property damage caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. We will pay under this coverage only if 1. or 2. below applies: <ol style="list-style-type: none"> 1. The limits of liability under any bodily injury liability bonds or policies applicable to the uninsured motor vehicle have been exhausted by payment of judgments or settlements; or 2. A tentative settlement has been made between an insured and the insurer of a vehicle described in section 2. of the definition of uninsured motor vehicle and we: <ul style="list-style-type: none"> a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. <p>Any judgment for damages arising out of suit brought without our written consent is not binding on us.</p>	<p>C. "Property damage" as used in this Part means injury to or destruction of the property of an insured.</p>	<p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which your covered auto is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
VERMONT PERSONAL AUTO POLICY	SA-1852/VTEP 10/02	<p>4. For the first \$150 of the amount of each claim for property damage as the result of any one accident. However, this exclusion (A.4.) does not apply to:</p> <ul style="list-style-type: none"> a. direct damage to your covered auto if there is valid and collectible physical damage coverage applicable to that damage under this or any other policy; or b. indirect <p>B. This coverage shall not apply:</p> <ul style="list-style-type: none"> 1. To property damage for which the insured has been compensated by other property or physical damage insurance, including any physical damage insurance under this policy. <p>LIMIT OF LIABILITY</p> <p>A. The limit of bodily injury liability shown in the Declarations for "each person" for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care and loss of services (including loss of consortium and wrongful death), arising out of bodily injury sustained by any one person in any one auto accident.</p> <p>Subject to this limit for "each person", the limit of bodily injury liability shown in the Declarations for "each accident" for Uninsured Motorists Coverage is our maximum limit of liability for all damages for bodily injury resulting from any one auto accident. Our maximum limit of liability for each claim for property damage resulting from any one accident is \$10,000. Our maximum limit is the most we will pay, regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 	<p>C. A person seeking Uninsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by an insured and caused by an accident; and 2. Property damage caused by an accident. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p> <p>We will pay under this coverage only if 1. or 2. below applies:</p> <ol style="list-style-type: none"> 1. The limits of liability under any bodily injury liability bonds or policies applicable to the uninsured motor vehicle have been exhausted by payment of judgment or settlements; or 2. A tentative settlement has been made between an insured and the insurer of a vehicle described in Section 2. of the definition of uninsured motor vehicle and we: <ol style="list-style-type: none"> a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. Any judgment for damages arising out of a suit brought without our written consent is not binding on us. 	<p>C. "Property damage" as used in this Part means injury to or destruction of the property of an insured.</p>	<p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle then the matter may be arbitrated. <p>However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which your covered auto is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
		2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident.				
VERMONT PERSONAL AUTO POLICY	SA-1852/VTEP 12/05	<p>4. For the first \$150 of the amount of each claim for property damage as the result of any one accident. However, this exclusion (A.4.) does not apply to:</p> <ul style="list-style-type: none"> a. direct damage to your covered auto if there is valid and collectible physical damage coverage applicable to that damage under this or any other policy; or b. indirect <p>B. This coverage shall not apply:</p> <ul style="list-style-type: none"> 1. To property damage for which the insured has been compensated by other property or physical damage insurance, including any physical damage insurance under this policy. <p>LIMIT OF LIABILITY</p> <p>A. The limit of bodily injury liability shown in the Declarations for "each person" for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care and loss of services (including loss of consortium and wrongful death), arising out of bodily injury sustained by any one person in any one auto accident. Subject to this limit for "each person", the limit of bodily injury liability shown in the Declarations for "each accident" for Uninsured Motorists Coverage is our maximum limit of liability for all damages for bodily injury resulting from any one auto accident. Our maximum limit of liability for each claim for property damage resulting from any one accident is \$10,000. Our maximum limit is the</p>	<p>C. A person seeking Uninsured Motorists Coverage must also:</p> <ul style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <ul style="list-style-type: none"> 1. Bodily injury sustained by an insured and caused by an accident; and 2. Property damage caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. We will pay under this coverage only if 1. or 2. below applies: <p>1. The limits of liability under any bodily injury liability bonds or policies applicable to the uninsured motor vehicle have been exhausted by payment of judgment or settlements; or</p> <p>2. A tentative settlement has been made between an insured and the insurer of a vehicle described in Section 2. of the definition of uninsured motor vehicle and we:</p> <ul style="list-style-type: none"> a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. Any judgment for damages arising out of a suit brought without our written consent is not binding on us. 	<p>C. "Property damage" as used in this Part means injury to or destruction of the property of an insured.</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. B. Each party will: <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to: <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which your covered auto is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand 		

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		most we will pay, regardless of the number of: 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident.				is not made, the amount of damages agreed to by the arbitrators will be binding.
VERMONT PERSONAL AUTO POLICY	SA-1852/VTEP 12/06	<p>4. For the first \$150 of the amount of each claim for property damage as the result of any one accident. However, this exclusion (A.4.) does not apply to:</p> <ul style="list-style-type: none"> a. direct damage to your covered auto if there is valid and collectible physical damage coverage applicable to that damage under this or any other policy; or b. indirect <p>B. This coverage shall not apply:</p> <p>1. To property damage for which the insured has been compensated by other property or physical damage insurance, including any physical damage insurance under this policy.</p> <p>LIMIT OF LIABILITY</p> <p>A. The limit of bodily injury liability shown in the Declarations for "each person" for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care and loss of services (including loss of consortium and wrongful death), arising out of bodily injury sustained by any one person in any one auto accident. Subject to this limit for "each person", the limit of bodily injury liability shown in the Declarations for "each accident" for Uninsured Motorists Coverage is our maximum limit of liability for all damages for bodily injury resulting from any one auto accident. Our maximum limit of</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by an insured and caused by an accident. 2. Property damage caused by an accident. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. We will pay under this coverage only if 1. or 2. below applies:</p> <ol style="list-style-type: none"> 1. The limits of liability under any bodily injury liability bonds or policies applicable to the uninsured motor vehicle have been exhausted by payment of judgments or settlements; or 2. A tentative settlement has been made between an insured and the insurer of a vehicle described in section 2. of the definition of uninsured motor vehicle and we: <ol style="list-style-type: none"> a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. <p>Any judgment for damages arising out of suit brought without our written consent is not binding on us.</p> 	<p>C. "Property damage" as used in this Part means injury to or destruction of the property of an insured.</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. B. Each party will: <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which your covered auto is principally garaged. If the amount exceeds that limit, either party may demand the right to 	

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		<p>liability for each claim for property damage resulting from any one accident is \$10,000. Our maximum limit is the most we will pay, regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. 				<p>a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.</p>
VERMONT PERSONAL AUTO POLICY	SA-1852/VTEP 2/09	<p>4. For the first \$150 of the amount of each claim for property damage as the result of any one accident. However, this exclusion (A.4.) does not apply to:</p> <ul style="list-style-type: none"> a. direct damage to your covered auto if there is valid and collectible physical damage coverage applicable to that damage under this or any other policy; or b. indirect <p>B. This coverage shall not apply:</p> <ul style="list-style-type: none"> 1. To property damage for which the insured has been compensated by other property or physical damage insurance, including any physical damage insurance under this policy. <p>LIMIT OF LIABILITY</p> <p>A. The limit of bodily injury liability shown in the Declarations for "each person" for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care and loss of services (including loss of consortium and wrongful death), arising out of bodily injury sustained by any one person in any one auto accident. Subject to this limit for "each person", the limit of bodily injury liability shown in the Declarations for "each accident" for Uninsured Motorists Coverage is our maximum limit of liability for all</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by an insured and caused by an accident. 2. Property damage caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. We will pay under this coverage only if 1. or 2. below applies: 1. The limits of liability under any bodily injury liability bonds or policies applicable to the uninsured motor vehicle have been exhausted by payment of judgments or settlements; or 2. A tentative settlement has been made between an insured and the insurer of a vehicle described in section 2. of the definition of uninsured motor vehicle and we: <ol style="list-style-type: none"> a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. Any judgment for damages arising out of suit brought without our written consent is not binding on us. 	<p>C. "Property damage" as used in this Part means injury to or destruction of the property of an insured.</p>	<p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. B. Each party will: <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:</p> <ol style="list-style-type: none"> 1. Whether the insured is legally entitled to recover damages; and 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which

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		<p>damages for bodily injury resulting from any one auto accident. Our maximum limit of liability for each claim for property damage resulting from any one accident is \$10,000. Our maximum limit is the most we will pay, regardless of the number of:</p> <ul style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. 				<p>your covered auto is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding</p>

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VIRGINIA PERSONAL AUTO POLICY	SA-1852/VAEP R1 1/04	<p>3. For the first \$200 of the total amount of "property damage" if the "property damage" results from an accident with an "uninsured motor vehicle" as defined in Section 2. of the definition of "uninsured motor vehicle."</p> <p>B. Any damages payable under this coverage:</p> <ol style="list-style-type: none"> 1. Shall be reduced by all sums paid because of "bodily injury" or "property damage" by or on behalf of persons or organizations who may be legally responsible. 2. With respect to: a. an employee of a self-insured employer shall be reduced by all sums paid or payable because of the "bodily injury" under workers' compensation or similar law. b. "property damage" shall be excess over any other collectible insurance provided under: (1) Part D of this policy; or (2) any other policy providing coverage 	<p>Part E is replaced by the following:</p> <p>A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.</p> <p>B. A person seeking uninsured Motorists Coverage, who does not seek or obtain a judgment against the owner or operator of an "uninsured motor vehicle," must:</p> <ol style="list-style-type: none"> 1. Promptly send us copies of any notices or Legal papers received in connection with the accident or loss. 2. Submit, as often as we reasonably require, to physical exams by physicians we select. We will pay for those exams. 3. Authorize us to obtain: <ol style="list-style-type: none"> a. medical reports; and b. other pertinent records. 4. Submit a proof of loss when required by us. 5. If a suit is brought, promptly serve a copy of the process on us in the manner prescribed by law. 6. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this. 7. Permit us to inspect and appraise the damaged property before its repair or disposal. C. With respect to an accident caused by an "uninsured motor vehicle" but there was no physical contact with such vehicle, we have no duty to provide Uninsured Motorists Coverage under this policy unless a person seeking coverage notifies us or the police promptly of the accident, or as soon as reasonably practicable. 	<p>A. We will pay, in accordance with Va. Code Ann. Section 38.2-2206, damages which an "insured" or an "insured's" legal representative is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" or an "underinsured motor vehicle" because of:</p> <ol style="list-style-type: none"> 1. "Bodily injury" sustained by an "insured" and caused by an accident; and 2. "Property damage" caused by an accident. The owners or operator's liability for these damages must arise out of the ownership, maintenance, or use of the "uninsured motor vehicle" or "underinsured motor vehicle." <p>We will pay damages under this coverage caused by an accident with an "underinsured motor vehicle" only after the limits of liability under any applicable bodily injury liability or property damage liability bonds or policies have been exhausted by payment of judgments or settlements.</p>	<p>B. "Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. "Your covered auto"; 2. Tangible property contained in "your covered auto"; or 3. Any other tangible property, except a motor vehicle, owned by an "insured" and located in Virginia. 	<p>A. If we and an "insured" do not agree:</p> <ol style="list-style-type: none"> 1. Whether that "insured" is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that "insured"; <p>from the owner or operator of an "uninsured motor vehicle" or an "underinsured motor vehicle," then the matter may be arbitrated.</p> <p>However, disputes concerning coverage under this Part may not be arbitrated. Neither party is required to arbitrate. However, if both parties agree to arbitration, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. We will pay all arbitration expenses if we request the arbitration.</p> <p>C. If an "insured" requests the arbitration, each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to evidence and arbitration procedures will apply. Any decision of the arbitrators will not be binding.</p>
VIRGINIA PERSONAL AUTO POLICY	SA-1852/VAEP 9/07	<p>3. For the first \$200 of the total amount of "property damage" if the "property damage" results from an accident with an</p>	<p>PART E — DUTIES AFTER AN ACCIDENT OR LOSS</p> <p>Part E is replaced by the following:</p> <p>A. We must be notified promptly of how, when and</p>	<p>A. We will pay, in accordance with Va. Code Ann. Section 38.2-2206, damages which an "insured" or an "insured's" legal representative is legally</p>	<p>B. "Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. "Your covered auto"; 2. Tangible 	<p>A. If we and an "insured" do not agree:</p> <ol style="list-style-type: none"> 1. Whether that "insured" is legally entitled to recover damages; or 2. As to the amount of damages which are

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		<p>"uninsured motor vehicle" as defined in Section 2. of the definition of "uninsured motor vehicle."</p> <p>B. Any damages payable under this coverage:</p> <ol style="list-style-type: none"> 1. Shall be reduced by all sums paid because of "bodily injury" or "property damage" by or on behalf of persons or organizations who may be legally responsible. 2. With respect to: <ol style="list-style-type: none"> a. an employee of a self-insured employer shall be reduced by all sums paid or payable because of the "bodily injury" under workers' compensation or similar law. b. "property damage" shall be excess over any other collectible insurance provided under: <ol style="list-style-type: none"> (1) Part D of this policy; or (2) any other policy providing coverage 	<p>where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.</p> <p>B. A person seeking Uninsured Motorists Coverage, who does not seek or obtain a judgment against the owner or operator of an "uninsured motor vehicle," must:</p> <ol style="list-style-type: none"> 1. Promptly send us copies of any notices or Legal papers received in connection with the accident or loss. 2. Submit, as often as we reasonably require, To physical exams by physicians we select. We will pay for those exams. 3. Authorize us to obtain: <ol style="list-style-type: none"> a. medical reports; and b. other pertinent records. 4. Submit a proof of loss when required by us. 5. If a suit is brought, promptly serve a copy of the process on us in the manner prescribed by law. 6. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this. 7. Permit us to inspect and appraise the damaged property before its repair or disposal. <p>C. With respect to an accident caused by an "uninsured motor vehicle" but there was no physical contact with such vehicle, we have no duty to provide Uninsured Motorists Coverage under this policy unless a person seeking coverage notifies us or the police promptly of the accident, or as soon as reasonably practicable.</p>	<p>entitled to recover from the owner or operator of an "uninsured motor vehicle" or an "underinsured motor vehicle" because of:</p> <ol style="list-style-type: none"> 1. "Bodily injury" sustained by an "insured" and caused by an accident; and 2. "Property damage" caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance, or use of the "uninsured motor vehicle" or "underinsured motor vehicle." <p>We will pay damages under this coverage caused by an accident with an "underinsured motor vehicle" only after the limits of liability under any applicable bodily injury liability or property damage liability bonds or policies have been exhausted by payment of judgments or settlements.</p>	<p>property contained in "your covered auto"; or</p> <p>3. Any other tangible property, except a motor vehicle, owned by an "insured" and located in Virginia.</p>	<p>recoverable by that "insured"; from the owner or operator of an "uninsured motor vehicle" or an "underinsured motor vehicle," then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Neither party is required to arbitrate. However, if both parties agree to arbitration, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. We will pay all arbitration expenses if we request the arbitration.</p> <p>C. If an "insured" requests the arbitration, each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to evidence and arbitration procedures will apply. Any decision of the arbitrators will not be binding.</p>
VIRGINIA PERSONAL AUTO POLICY	SA-1852/VAEP 9/02	3. For the first \$200 of the total amount of "property damage" if the "property damage" results from an accident with an "uninsured motor vehicle" as defined in Section 2. of the definition of	<p>PART E — DUTIES AFTER AN ACCIDENT OR LOSS</p> <p>Part E is replaced by the following: A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.</p>	<p>A. We will pay, in accordance with Va. Code Ann. Section 38.2-2206, damages which an "insured" or an "insured's" legal representative is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" or an "underinsured motor</p>	<p>B. "Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. "Your covered auto"; 2. Tangible property contained in "your covered auto"; or 3. Any other tangible property. 	<p>ARBITRATION</p> <p>A. If we and an "insured" do not agree:</p> <ol style="list-style-type: none"> 1. Whether that "insured" is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that "insured"; from the owner or operator of an

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		<p>"uninsured motor vehicle."</p> <p>B. Any damages payable under this coverage:</p> <ol style="list-style-type: none"> 1. Shall be reduced by all sums paid because of "bodily injury" or "property damage" by or on behalf of persons or organizations who may be legally responsible. 2. With respect to: <ol style="list-style-type: none"> a. an employee of a self-insured employer shall be reduced by all sums paid or payable because of the "bodily injury" under workers' compensation or similar law. b. "property damage" shall be excess over any other collectible insurance provided under: <ol style="list-style-type: none"> (1) Part D of this policy; or (2) any other policy providing coverage 	<p>B. A person seeking Uninsured Motorists Coverage, who does not seek or obtain a judgment against the owner or operator of an "uninsured motor vehicle," must:</p> <ol style="list-style-type: none"> 1. Promptly send us copies of any notices or legal papers received in connection with the accident or loss. 2. Submit, as often as we reasonably require, to physical exams by physicians we select. We will pay for those exams. 3. Authorize us to obtain: <ol style="list-style-type: none"> a. medical reports; and b. other pertinent records. 4. Submit a proof of loss when required by us. 5. If a suit is brought, promptly serve a copy of the process on us in the manner prescribed by law. 6. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. 7. Permit us to inspect and appraise the damaged property before its repair or disposal. C. With respect to an accident caused by an "uninsured motor vehicle" but there was no physical contact with such vehicle, we have no duty to provide Uninsured Motorists Coverage under this policy unless a person seeking coverage notifies us or the police promptly of the accident, or as soon as reasonably practicable. 	<p>vehicle" because of:</p> <ol style="list-style-type: none"> 1. "Bodily injury" sustained by an "insured" and caused by an accident; and 2. "Property damage" caused by an accident. <p>The owners or operator's liability for these damages must arise out of the ownership, maintenance, or use of the "uninsured motor vehicle" or "underinsured motor vehicle."</p> <p>We will pay damages under this coverage caused by an accident with an "underinsured motor vehicle" only after the limits of liability under any applicable bodily injury liability or property damage liability bonds or policies have been exhausted by payment of judgments or settlements.</p>	<p>except a motor vehicle, owned by an "insured" and located in Virginia.</p>	<p>"uninsured motor vehicle" or an "underinsured motor vehicle," then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Neither party is required to arbitrate. However, if both parties agree to arbitration, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. We will pay all arbitration expenses if we request the arbitration.</p> <p>C. If an "insured" requests the arbitration, each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to evidence and arbitration procedures will apply. Any decision of the arbitrators will not be binding.</p>
VIRGINIA PERSONAL AUTO POLICY	SA-1852/VAEP 7/08	<p>3. For the first \$200 of the total amount of "property damage" if the "property damage" results from an accident with an "uninsured motor vehicle" as defined in Section 2. of the definition of "uninsured motor vehicle."</p> <p>B. Any damages payable under this</p>	<p>Part E is replaced by the following:</p> <p>A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.</p> <p>B. A person seeking Uninsured Motorists Coverage, who does not seek or obtain a judgment against the owner or operator of an "uninsured motor vehicle," must:</p>	<p>A. We will pay, in accordance with Va. Code Ann. Section 38.2-2206, damages which an "insured" or an "insured's" legal representative is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" or an "underinsured motor vehicle" because of:</p> <ol style="list-style-type: none"> 1. "Bodily injury" sustained by an "insured" and caused by an 	<p>B. "Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. "Your covered auto"; 2. Tangible property contained in "your covered auto"; or 3. Any other tangible property, except a motor vehicle, owned by an "insured" and located in Virginia. 	<p>A. If we and an "insured" do not agree:</p> <ol style="list-style-type: none"> 1. Whether that "insured" is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that "insured"; from the owner or operator of an "uninsured motor vehicle" or an "underinsured motor vehicle," then the matter may be arbitrated.

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		coverage: 1. Shall be reduced by all sums paid because of "bodily injury" or "property damage" by or on behalf of persons or organizations who may be legally responsible. 2. With respect to: a. an employee of a self-insured employer shall be reduced by all sums paid or payable because of the "bodily injury" under workers' compensation or similar law. b. "property damage" shall be excess over any other collectible insurance provided under: (1) Part D of this policy; or (2) any other policy providing coverage	1. Promptly send us copies of any notices or Legal papers received in connection with the accident or loss. 2. Submit, as often as we reasonably require, to physical exams by physicians we select. We will pay for those exams. 3. Authorize us to obtain: a. medical reports; and b. other pertinent records. 4. Submit a proof of loss when required by us. 5. If a suit is brought, promptly serve a copy of the process on us in the manner prescribed by law. 6. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this. 7. Permit us to inspect and appraise the damaged property before its repair or disposal. C. With respect to an accident caused by an "uninsured motor vehicle" but there was no physical contact with such vehicle, we have no duty to provide Uninsured Motorists Coverage under this policy unless a person seeking coverage notifies us or the police promptly of the accident, or as soon as reasonably practicable.	accident; and 2. "Property damage" caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance, or use of the "uninsured motor vehicle" or "underinsured motor vehicle." We will pay damages under this coverage caused by an accident with an "underinsured motor vehicle" only after the limits of liability under any applicable bodily injury liability or property damage liability bonds or policies have been exhausted by payment of judgments or settlements.		However, disputes concerning coverage under this Part may not be arbitrated. Neither party is required to arbitrate. However, if both parties agree to arbitration, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. B. We will pay all arbitration expenses if we request the arbitration. C. If an "insured" requests the arbitration, each party will: 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to evidence and arbitration procedures will apply. Any decision of the arbitrators will not be binding.
VIRGINIA PERSONAL AUTO POLICY	SA-1852/VAEP 7/06	3. For the first \$200 of the total amount of "property damage" if the "property damage" results from an accident with an "uninsured motor vehicle" as defined in Section 2. of the definition of "uninsured motor vehicle." B. Any damages payable under this coverage: 1. Shall be reduced by all sums paid because of "bodily injury" or	PART E — DUTIES AFTER AN ACCIDENT OR LOSS Part E is replaced by the following: A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses. B. A person seeking Uninsured Motorists Coverage, who does not seek or obtain a judgment against the owner or operator of an "uninsured motor vehicle," must: 1. Promptly send us copies of any notices or	A. We will pay, in accordance with Va. Code Ann. Section 38.2-2206, damages which an "insured" or an "insured's" legal representative is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" or an "underinsured motor vehicle" because of: 1. "Bodily injury" sustained by an "insured" and caused by an accident; and 2. "Property damage" caused by an accident. The owners or operator's liability for these	B. "Property damage" as used in this Part means injury to or destruction of: 1. "Your covered auto"; 2. Tangible property contained in "your covered auto"; or 3. Any other tangible property, except a motor vehicle, owned by an "insured" and located in Virginia.	A. If we and an "insured" do not agree: 1. Whether that "insured" is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that "insured"; from the owner or operator of an "uninsured motor vehicle" or an "underinsured motor vehicle," then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Neither party is

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		"property damage" by or on behalf of persons or organizations who may be legally responsible. 2. With respect to: a. an employee of a self-insured employer shall be reduced by all sums paid or payable because of the "bodily injury" under workers' compensation or similar law. b. "property damage" shall be excess over any other collectible insurance provided under: (1) Part D of this policy; or (2) any other policy providing coverage	Legal papers received in connection with the accident or loss. 2. Submit, as often as we reasonably require, To physical exams by physicians we select. We will pay for those exams. 3. Authorize us to obtain: a. medical reports; and b. other pertinent records. 4. Submit a proof of loss when required by us. 5. If a suit is brought, promptly serve a copy of the process on us in the manner prescribed by law. 6. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this. 7. Permit us to inspect and appraise the damaged property before its repair or disposal. C. With respect to an accident caused by an "uninsured motor vehicle" but there was no physical contact with such vehicle, we have no duty to provide Uninsured Motorists Coverage under this policy unless a person seeking coverage notifies us or the police promptly of the accident, or as soon as reasonably practicable.	damages must arise out of the ownership, maintenance, or use of the "uninsured motor vehicle" or "underinsured motor vehicle." We will pay damages under this coverage caused by an accident with an "underinsured motor vehicle" only after the limits of liability under any applicable bodily injury liability or property damage liability bonds or policies have been exhausted by payment of judgments or settlements.		required to arbitrate. However, if both parties agree to arbitration, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. B. We will pay all arbitration expenses if we request the arbitration. C. If an "insured" requests the arbitration, each party will: 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to evidence and arbitration procedures will apply. Any decision of the arbitrators will not be binding.
VIRGINIA PERSONAL AUTO POLICY	SA-1852/VAEP 7/05	3. For the first \$200 of the total amount of "property damage" if the "property damage" results from an accident with an "uninsured motor vehicle" as defined in Section 2. of the definition of "uninsured motor vehicle." B. Any damages payable under this coverage: 1. Shall be reduced by all sums paid because of "bodily injury" or "property damage" by or on behalf of persons or	PART E — DUTIES AFTER AN ACCIDENT OR LOSS Part E is replaced by the following: A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses. B. A person seeking uninsured Motorists Coverage, who does not seek or obtain a judgment against the owner or operator of an "uninsured motor vehicle," must: 1. Promptly send us copies of any notices or Legal papers received in connection with the accident or loss. 2. Submit, as often as we	A. We will pay, in accordance with Va. Code Ann. Section 38.2-2206, damages which an "insured" or an "insured's" legal representative is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" or an "underinsured motor vehicle" because of: 1. "Bodily injury" sustained by an "insured" and caused by an accident; and 2. "Property damage" caused by an accident. The owners or operator's liability for these damages must arise out of the ownership, maintenance, or use of the "uninsured motor	B. "Property damage" as used in this Part means injury to or destruction of: 1. "Your covered auto"; 2. Tangible property contained in "your covered auto"; or 3. Any other tangible property, except a motor vehicle, owned by an "insured" and located in Virginia.	A. If we and an "insured" do not agree: 1. Whether that "insured" is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that "insured"; from the owner or operator of an "uninsured motor vehicle" or an "underinsured motor vehicle," then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Neither party is required to arbitrate. However, if both parties agree to arbitration, each party

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		<p>organizations who may be legally responsible.</p> <p>2. With respect to:</p> <ul style="list-style-type: none"> a. an employee of a self-insured employer shall be reduced by all sums paid or payable because of the "bodily injury" under workers' compensation or similar law. b. "property damage" shall be excess over any other collectible insurance provided under: <ul style="list-style-type: none"> (1) Part D of this policy; or (2) any other policy providing coverage 	<p>reasonably require, to physical exams by physicians we select. We will pay for those exams.</p> <p>3. Authorize us to obtain:</p> <ul style="list-style-type: none"> a. medical reports; and b. other pertinent records. <p>4. Submit a proof of loss when required by us.</p> <p>5. If a suit is brought, promptly serve a copy of the process on us in the manner prescribed by law.</p> <p>6. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.</p> <p>7. Permit us to inspect and appraise the damaged property before its repair or disposal.</p> <p>C. With respect to an accident caused by an "uninsured motor vehicle" but there was no physical contact with such vehicle, we have no duty to provide Uninsured Motorists Coverage under this policy unless a person seeking coverage notifies us or the police promptly of the accident, or as soon as reasonably practicable.</p>	<p>vehicle" or "underinsured motor vehicle."</p> <p>We will pay damages under this coverage caused by an accident with an "underinsured motor vehicle" only after the limits of liability under any applicable bodily injury liability or property damage liability bonds or policies have been exhausted by payment of judgments or settlements.</p>		<p>will Select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. We will pay all arbitration expenses if we request the arbitration.</p> <p>C. If an "insured" requests the arbitration, each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to evidence and arbitration procedures will apply. Any decision of the arbitrators will not be binding.</p>
VIRGINIA PERSONAL AUTO POLICY	SA-1852/VAEP 6/05	<p>3. For the first \$200 of the total amount of "property damage" if the "property damage" results from an accident with an "uninsured motor vehicle" as defined in Section 2. of the definition of "uninsured motor vehicle."</p> <p>B. Any damages payable under this coverage:</p> <ul style="list-style-type: none"> 1. Shall be reduced by all sums paid because of "bodily injury" or "property damage" by or on behalf of persons or organizations who may be legally responsible. 	<p>PART E — DUTIES AFTER AN ACCIDENT OR LOSS</p> <p>Part E is replaced by the following:</p> <p>A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.</p> <p>B. A person seeking uninsured Motorists Coverage, who does not seek or obtain a judgment against the owner or operator of an "uninsured motor vehicle," must:</p> <ul style="list-style-type: none"> 1. Promptly send us copies of any notices or Legal papers received in connection with the accident or loss. 2. Submit, as often as we reasonably require, to physical exams by physicians we select. We will pay for those 	<p>A. We will pay, in accordance with Va. Code Ann. Section 38.2-2206, damages which an "insured" or an "insured's" legal representative is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" or an "underinsured motor vehicle" because of:</p> <ol style="list-style-type: none"> 1. "Bodily injury" sustained by an "insured" and caused by an accident; and 2. "Property damage" caused by an accident. The owners or operator's liability for these damages must arise out of the ownership, maintenance, or use of the "uninsured motor vehicle" or "underinsured motor vehicle." <p>We will pay damages</p>	<p>B. "Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. "Your covered auto"; 2. Tangible property contained in "your covered auto"; or 3. Any other tangible property, except a motor vehicle, owned by an "insured" and located in Virginia. 	<p>A. If we and an "insured" do not agree:</p> <ol style="list-style-type: none"> 1. Whether that "insured" is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that "insured"; from the owner or operator of an "uninsured motor vehicle" or an "underinsured motor vehicle," then the matter may be arbitrated. <p>However, disputes concerning coverage under this Part may not be arbitrated.</p> <p>Neither party is required to arbitrate. However, if both parties agree to arbitration, each party will select an arbitrator. The two arbitrators will select</p>

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		<p>2. With respect to:</p> <ul style="list-style-type: none"> a. an employee of a self-insured employer shall be reduced by all sums paid or payable because of the "bodily injury" under workers' compensation or similar law. b. "property damage" shall be excess over any other collectible insurance provided under: <ul style="list-style-type: none"> (1) Part D of this policy; or (2) any other policy providing coverage 	<p>exams.</p> <p>3. Authorize us to obtain:</p> <ul style="list-style-type: none"> a. medical reports; and b. other pertinent records. <p>4. Submit a proof of loss when required by us.</p> <p>5. If a suit is brought, promptly serve a copy of the process on us in the manner prescribed by law.</p> <p>6. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss.</p> <p>We will pay reasonable expenses incurred to do this.</p> <p>7. Permit us to inspect and appraise the damaged property before its repair or disposal.</p> <p>C. With respect to an accident caused by an "uninsured motor vehicle" but there was no physical contact with such vehicle, we have no duty to provide Uninsured Motorists Coverage under this policy unless a person seeking coverage notifies us or the police promptly of the accident, or as soon as reasonably practicable.</p>	<p>under this coverage caused by an accident with an "underinsured motor vehicle" only after the limits of liability under any applicable bodily injury liability or property damage liability bonds or policies have been exhausted by payment of judgments or settlements.</p>		<p>a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. We will pay all arbitration expenses if we request the arbitration.</p> <p>C. If an "insured" requests the arbitration, each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to evidence and arbitration procedures will apply. Any decision of the arbitrators will not be binding.</p>
VIRGINIA PERSONAL AUTO POLICY	SA-1852/VAEP 5/03	<p>3. For the first \$200 of the total amount of "property damage" if the "property damage" results from an accident with an "uninsured motor vehicle" as defined in Section 2. of the definition of "uninsured motor vehicle."</p> <p>B. Any damages payable under this coverage:</p> <ul style="list-style-type: none"> 1. Shall be reduced by all sums paid because of "bodily injury" or "property damage" by or on behalf of persons or organizations who may be legally responsible. 2. With respect to: <ul style="list-style-type: none"> a. an employee of a self-insured 	<p>PART E — DUTIES AFTER AN ACCIDENT OR LOSS</p> <p>Part E is replaced by the following:</p> <p>A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.</p> <p>B. A person seeking uninsured Motorists Coverage, who does not seek or obtain a judgment against the owner or operator of an "uninsured motor vehicle," must:</p> <ol style="list-style-type: none"> 1. Promptly send us copies of any notices or legal papers received in connection with the accident or loss. 2. Submit, as often as we reasonably require, to physical exams by physicians we select. We will pay for those exams. 3. Authorize us to obtain: <ul style="list-style-type: none"> a. medical reports; and b. other pertinent records. 4. Submit a proof of loss 	<p>A. We will pay, in accordance with Va. Code Ann. Section 38.2-2206, damages which an "insured" or an "insured's" legal representative is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" or an "underinsured motor vehicle" because of:</p> <ol style="list-style-type: none"> 1. "Bodily injury" sustained by an "insured" and caused by an accident; and 2. "Property damage" caused by an accident. <p>The owners or operator's liability for these damages must arise out of the ownership, maintenance, or use of the "uninsured motor vehicle" or "underinsured motor vehicle." We will pay damages under this coverage caused by an accident with an "underinsured motor vehicle" only after the limits of liability</p>	<p>B. "Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. "Your covered auto"; 2. Tangible property contained in "your covered auto"; or 3. Any other tangible property, except a motor vehicle, owned by an "insured" and located in Virginia. 	<p>ARBITRATION</p> <p>A. If we and an "insured" do not agree:</p> <ol style="list-style-type: none"> 1. Whether that "insured" is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that "insured"; <p>from the owner or operator of an "uninsured motor vehicle" or an "underinsured motor vehicle," then the matter may be arbitrated.</p> <p>However, disputes concerning coverage under this Part may not be arbitrated.</p> <p>Neither party is required to arbitrate. However, if both parties agree to arbitration, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection</p>

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
		employer shall be reduced by all sums paid or payable because of the "bodily injury" under workers' compensation or similar law. b. "property damage" shall be excess over any other collectible insurance provided under: (1) Part D of this policy; or (2) any other policy providing coverage	when required by us. 5. If a suit is brought, promptly serve a copy of the process on us in the manner pre-scribed by law. 6. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this. 7. Permit us to inspect and appraise the damaged property before its repair or disposal. C. With respect to an accident caused by an "uninsured motor vehicle" but there was no physical contact with such vehicle, we have no duty to provide Uninsured Motorists Coverage under this policy unless a person seeking coverage notifies us or the police promptly of the accident, or as soon as reasonably practicable.	under any applicable bodily injury liability or property damage liability bonds or policies have been exhausted by payment of judgments or settlements.		be made by a judge of a court having jurisdiction. B. We will pay all arbitration expenses if we request the arbitration. C. If an "insured" requests the arbitration, each party will: 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to evidence and arbitration procedures will apply. Any decision of the arbitrators will not be binding.
VIRGINIA PERSONAL AUTO POLICY	SA-1852VAEP R1 1/04	3. For the first \$200 of the total amount of "property damage" if the "property damage" results from an accident with an "uninsured motor vehicle" as defined in Section 2. of the definition of "uninsured motor vehicle." B. Any damages payable under this coverage: 1. Shall be reduced by all sums paid because of "bodily injury" or "property damage" by or on behalf of persons or organizations who may be legally responsible. 2. With respect to: a. an employee of a self-insured employer shall be reduced by all sums paid or payable because of the "bodily injury" under workers'	PART E — DUTIES AFTER AN ACCIDENT OR LOSS Part E is replaced by the following: A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses. B. A person seeking uninsured Motorists Coverage, who does not seek or obtain a judgment against the owner or operator of an "uninsured motor vehicle," must: 1. Promptly send us copies of any notices or legal papers received in connection with the accident or loss. 2. Submit, as often as we reasonably require, to physical exams by physicians we select. We will pay for those exams. 3. Authorize us to obtain: a. medical reports; and b. other pertinent records. 4. Submit a proof of loss when required by us. 5. If a suit is brought, promptly serve a copy of the process on us in the manner prescribed by law.	A. We will pay, in accordance with Va. Code Ann. Section 38.2-2206, damages which an "insured" or an "insured's" legal representative is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" or an "underinsured motor vehicle" because of: 1. "Bodily injury" sustained by an "insured" and caused by an accident; and 2. "Property damage" caused by an accident. The owners or operator's liability for these damages must arise out of the ownership, maintenance, or use of the "uninsured motor vehicle" or "underinsured motor vehicle." We will pay damages under this coverage caused by an accident with an "underinsured motor vehicle" only after the limits of liability under any applicable bodily injury liability or property damage liability bonds or policies have been exhausted by payment of judgments or	B. "Property damage" as used in this Part means injury to or destruction of: 1. "Your covered auto"; 2. Tangible property contained in "your covered auto"; or 3. Any other tangible property, except a motor vehicle, owned by an "insured" and located in Virginia.	A. If we and an "insured" do not agree: 1. Whether that "insured" is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that "insured"; from the owner or operator of an "uninsured motor vehicle" or an "underinsured motor vehicle," then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Neither party is required to arbitrate. However, if both parties agree to arbitration, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. B. We will pay all arbitration expenses if we request the arbitration.

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
		<p>compensation or similar law.</p> <p>b. "property damage" shall be excess over any other collectible insurance provided under:</p> <p>(1) Part D of this policy; or</p> <p>(2) any other policy providing coverage</p>	<p>6. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss.</p> <p>We will pay reasonable expenses incurred to do this.</p> <p>7. Permit us to inspect and appraise the damaged property before its repair or disposal.</p>	settlements.		<p>C. If an "insured" requests the arbitration, each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to evidence and arbitration procedures will apply. Any decision of the arbitrators will not be binding.</p>

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WASHINGTON PERSONAL AUTO POLICY	SA-1714/WAEP 9/05	<p>DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident: 1. \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto. 2. \$100 in all other cases.</p> <p>LIMIT OF LIABILITY A. The limit of liability shown in the Declarations for Underinsured Motorists Property Damage is our maximum limit of liability for all property damage sustained in any one accident. B. Any amounts otherwise payable for damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident shall be reduced by all sums payable because of the property damage by or on behalf of persons or organizations who may be legally responsible.</p> <p>OTHER INSURANCE With respect to an auto or property contained in an auto: 2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if: a. neither one by itself is sufficient to cover the loss; and b. you will not recover more than the actual damages, less the applicable deductible. 3. With respect to all other property, this coverage shall be excess over any other collectible insurance.</p>	<p>D. A person seeking Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved and there is bodily injury or death of any person or damage to the property of any one person to an apparent extent equal to or greater than the reporting threshold established by applicable regulation. However, if there is no physical contact with a hit-and-run vehicle, someone must report the accident to the appropriate law enforcement agency within 72 hours of the accident. 2. Promptly send us copies of the legal papers if a suit is brought. 3. Promptly notify us of a tentative settlement between the insured and the insurer of the underinsured motor vehicle and allow us a reasonable time to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such underinsured motor vehicle. If you fail to promptly notify us of such tentative settlement, we will not provide this coverage to the extent your failure to provide such notice prejudices our rights against any third party. 	<p>UNDERINSURED MOTORISTS COVERAGE — PROPERTY INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an underinsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Underinsured Motorists Property Damage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the underinsured motor vehicle.</p>	<p>C. "Property damage" as used in this coverage means injury to or destruction of the property of an insured.</p>	<p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by the insured; from the owner or operator of an under-insured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this part may not be arbitrated. <p>Both parties must agree to arbitration. If so agreed:</p> <ol style="list-style-type: none"> 1. The parties may agree to a single arbitrator. A decision by the arbitrator will be binding. 2. If the parties cannot agree on a single arbitrator, each will select an independent representative, who will then select a single arbitrator. The parties may then proceed with the single arbitrator by agreement. A decision by the arbitrator will be binding. 3. If the representatives cannot agree on a single arbitrator within 30 days or the parties do not agree on the arbitrator selected, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. A decision by two of the three arbitrators will be

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						binding. B. Unless both parties agree otherwise, arbitration will take place within the county and state in which the insured lives. Local rules of law as to procedure and evidence will apply. Each party will pay the expenses it incurs, except we will bear the reasonable expenses of the arbitrator(s) and any statutory costs actually incurred by the insured.
WASHINGTON PERSONAL AUTO POLICY	SA-1714/WAEP 7/04	<p>DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> 1. \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto. 2. \$100 in all other cases. <p>LIMIT OF LIABILITY A. The limit of liability shown in the Declarations for Underinsured Motorists Property Damage is our maximum limit of liability for all property damage sustained in any one accident.</p> <p>B. Any amounts otherwise payable for damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident shall be reduced by all sums payable because of the property damage by or on behalf of persons or organizations who may be legally responsible.</p> <p>OTHER INSURANCE With respect to an auto or property contained in an auto:</p> <ol style="list-style-type: none"> 2. For any property damage to which the 	<p>D. A person seeking Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved and there is bodily injury or death of any person or damage to the property of any one person to an apparent extent equal to or greater than the reporting threshold established by applicable regulation. However, if there is no physical contact with a hit-and-run vehicle, someone must report the accident to the appropriate law enforcement agency within 72 hours of the accident. 2. Promptly send us copies of the legal papers if a suit is brought. 3. Promptly notify us of a tentative settlement between the insured and the insurer of the underinsured motor vehicle and allow us a reasonable time to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such underinsured motor vehicle. If you fail to promptly notify us of such tentative settlement, we will not provide this coverage to the extent your failure to provide such 	<p>UNDERINSURED MOTORISTS COVERAGE — PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an underinsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Underinsured Motorists Property Damage applies. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the underinsured motor vehicle.</p>	<p>C. "Property damage" as used in this coverage means injury to or destruction of the property of an insured.</p>	ARBITRATION A. If we and an insured do not agree: 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by the insured; from the owner or operator of an underinsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this part may not be arbitrated. Arbitration shall begin upon a written demand from either party. 1. The parties may agree to a single arbitrator. A decision by the arbitrator will be binding. 2. If the parties cannot agree on a single arbitrator, each will select an independent representative, who will then select a single arbitrator. The parties may then proceed with the single arbitrator by agreement. A decision by the

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		<p>Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <ul style="list-style-type: none"> a. neither one by itself is sufficient to cover the loss; and b. you will not recover more than the actual damages, less the applicable deductible. <p>3. With respect to all other property, this coverage shall be excess over any other collectible insurance.</p>	<p>notice prejudices our rights against any third party.</p>			<p>arbitrator will be binding.</p> <p>3. If the representatives cannot agree on a single arbitrator within 30 days or the parties do not agree on the arbitrator selected, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. A decision by two of the three arbitrators will be binding.</p> <p>B. Unless both parties agree otherwise, arbitration will take place within the county and state in which the insured lives. Local rules of law as to procedure and evidence will apply. Each party will pay the expenses it incurs, except we will bear the reasonable expenses of the arbitrator(s) and any statutory costs actually incurred by the insured.</p>
WASHINGTON PERSONAL AUTO POLICY	SA-1714/WAEP 3/04	<p>DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> 1. \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto. 2. \$100 in all other cases. <p>LIMIT OF LIABILITY A. The limit of liability shown in the Declarations for Underinsured Motorists Property Damage is our maximum limit of liability for all property damage</p>	<p>D. A person seeking Underinsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved and there is bodily injury or death of any person or damage to the property of any one person to an apparent extent equal to or greater than the reporting threshold established by applicable regulation. However, if there is no physical contact with a hit-and-run vehicle, someone must report the accident to the appropriate law enforcement agency</p>	<p>UNDERINSURED MOTORISTS COVERAGE — PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident</p>	<p>C. "Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by an insured. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. 	<p>ARBITRATION</p> <p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by the insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage

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		<p>sustained in any one accident.</p> <p>B. Any amounts otherwise payable for damages which the insured is legally entitled to recover from the owner or operator of an underinsured motor vehicle because of property damage caused by an accident shall be reduced by all sums payable because of the property damage by or on behalf of persons or organizations who may be legally responsible.</p> <p>OTHER INSURANCE With respect to an auto or property contained in an auto:</p> <p>2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <ul style="list-style-type: none"> a. neither one by itself is sufficient to cover the loss; and b. you will not recover more than the actual damages, less the applicable deductible. <p>3. With respect to all other property, this coverage shall be excess over any other collectible insurance.</p>	<p>within 72 hours of the accident.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> <p>3. Promptly notify us of a tentative settlement between the insured and the insurer of the underinsured motor vehicle and allow us a reasonable time to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such underinsured motor vehicle. If you fail to promptly notify us of such tentative settlement, we will not provide this coverage to the extent your failure to provide such notice prejudices our rights against any third party.</p>	<p>Declarations indicates that Underinsured Motorists Property Damage applies. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the underinsured motor vehicle.</p>		<p>under this part may not be arbitrated. Arbitration shall begin upon a written demand from either party.</p> <p>1. The parties may agree to a single arbitrator. A decision by the arbitrator will be binding.</p> <p>2. If the parties cannot agree on a single arbitrator, each will select an independent representative, who will then select a single arbitrator. The parties may then proceed with the single arbitrator by agreement. A decision by the arbitrator will be binding.</p> <p>3. If the representatives cannot agree on a single arbitrator within 30 days or the parties do not agree on the arbitrator selected, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. A decision by two of the three arbitrators will be binding.</p> <p>B. Unless both parties agree otherwise, arbitration will take place within the county and state in which the insured lives. Local rules of law as to procedure and evidence will apply. Each party will pay the expenses it incurs, except we will bear the reasonable expenses of the</p>

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						arbitrator(s) and any statutory costs actually incurred by the insured.
WASHINGTON SPECIALTY AUTO POLICY	SA-1714/WAEP 6/00	<p>DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> 1. \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto. 2. \$100 in all other cases. <p>LIMIT OF LIABILITY A. The limit of liability shown in the Declarations for Underinsured Motorists Property Damage is our maximum limit of liability for all property damage sustained in any one accident. B. Any amounts otherwise payable for damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident shall be reduced by all sums payable because of the property damage by or on behalf of persons or organizations who may be legally responsible.</p> <p>OTHER INSURANCE With respect to an auto or property contained in an auto: 2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if: <ol style="list-style-type: none"> a. neither one by itself is sufficient to cover the loss; and b. you will not recover more than the actual damages, less the applicable deductible. 3. With respect to all </p>	<p>D. A person seeking Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. However, if there is no physical contact with a hit-and-run vehicle, someone must report the accident to the appropriate law enforcement agency within 72 hours of the accident. 2. Promptly send us copies of the legal papers if a suit is brought. 3. Promptly notify us of a tentative settlement between the insured and the insurer of the underinsured motor vehicle and allow us a reasonable time to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such underinsured motor vehicle. 	<p>UNDERINSURED MOTORISTS COVERAGE — PROPERTY DAMAGE INSURING AGREEMENT A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an underinsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Underinsured Motorists Property Damage applies. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the underinsured motor vehicle.</p>	<p>C. "Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by an insured. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. 	ARBITRATION A. If we and an insured do not agree: <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by the Insured; from the owner or operator of an underinsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this part may not be arbitrated. Arbitration shall begin upon a written demand from either party. <ol style="list-style-type: none"> 1. The parties may agree to a single arbitrator. A decision by the arbitrator will be binding. 2. If the parties cannot agree on a single arbitrator, each will select an independent representative, who will then select a single arbitrator. The parties may then proceed with the single arbitrator by agreement. A decision by the arbitrator will be binding. 3. If the representatives cannot agree on a single arbitrator within 30 days or the parties do not agree on the arbitrator selected, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30

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		other property, this coverage shall be excess over any other collectible insurance.				days, either may request that selection be made by a court having jurisdiction. A decision by two of the three arbitrators will be binding. B. Unless both parties agree otherwise, arbitration will take place within the county and state in which the insured lives. Local rules of law as to procedure and evidence will apply. Each party will pay the expenses it incurs, except we will bear the reasonable expenses of the arbitrator(s) and any statutory costs actually incurred by the insured.
WASHINGTON PERSONAL AUTO POLICY	SA-1852/WAEP 4/09	<p>DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> 1. \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto. 2. \$100 in all other cases. <p>LIMIT OF LIABILITY A. The limit of liability shown in the Declarations for Underinsured Motorists Property Damage is our maximum limit of liability for all property damage sustained in any one accident.</p> <p>B. Any amounts otherwise payable for damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident shall be reduced by all sums payable because of the property damage by or on behalf of persons or organizations who may be legally responsible.</p>	<p>D. A person seeking Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved and there is bodily injury or death of any person or damage to the property of any one person to an apparent extent equal to or greater than the reporting threshold described in WAC 446-85-010. 2. However if there is no physical contact with a hit-and-run vehicle, someone must report the accident to the appropriate law enforcement agency within 72 hours of the accident. 3. Promptly send us copies of the legal papers if a suit is brought. 4. Promptly notify us of a tentative settlement between the insured and the insurer of the uninsured motor vehicle and allow us a reasonable time to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such uninsured motor 	<p>UNDERINSURED MOTORISTS COVERAGE — PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damage which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Underinsured Motorists Property Damage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p>	<p>C. "Property damage" as used in this coverage means injury to or destruction of the property of an insured.</p>	<p>ARBITRATION</p> <p>A. If we and an insured disagree whether that person is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle or do not agree as to the amount of damages, the dispute shall be resolved by arbitration. Both parties must agree to arbitration.</p> <p>1. The parties may agree to a single arbitrator. A decision by the arbitrator will be binding.</p> <p>2. If the parties cannot agree on a single arbitrator, each will select an independent representative, who will then select a single arbitrator. The parties may then proceed with the single arbitrator by agreement. A decision by the arbitrator will be</p>

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		<p>OTHER INSURANCE With respect to an auto or property contained in an auto:</p> <p>2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <ul style="list-style-type: none"> a. neither one by itself is sufficient to cover the loss; and b. you will not recover more than the actual damages, less the applicable deductible. <p>3. With respect to all other property, this coverage shall be excess over any other collectible insurance.</p>	<p>vehicle. If you fail to promptly notify us of such tentative settlement, we will not provide this coverage to the extent your failure to provide such notice prejudices our rights against any third party.</p>			<p>binding.</p> <p>3. If the representatives cannot agree on a single arbitrator within 30 days or the parties do not agree on the arbitrator selected, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. A decision by two of the three arbitrators will be binding.</p> <p>B. Unless both parties agree otherwise, arbitration will take place within the county and state in which the insured lives. Local rules of law as to procedure and evidence will apply. Each party will pay the expenses it incurs, except we will bear the reasonable expenses of the arbitrator(s) and any statutory costs actually incurred by the insured.</p>
WASHINGTON PERSONAL AUTO POLICY	SA-1852/WAEP 5/08	<p>DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident:</p> <p>1. \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto.</p> <p>2. \$100 in all other cases.</p> <p>LIMIT OF LIABILITY A. The limit of liability shown in the Declarations for Underinsured Motorists Property Damage is our maximum limit of liability for all property damage</p>	<p>D. A person seeking Underinsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved and there is bodily injury or death of any person or damage to the property of any one person to an apparent extent equal to or greater than the reporting threshold described in WAC 446-85-010. However if there is no physical contact with A hit-and-run vehicle, someone must report the accident to the appropriate law enforcement agency within 72 hours of the</p>	<p>UNDERINSURED MOTORISTS COVERAGE — PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations</p>	<p>C. "Property damage" as used in this coverage means injury to or destruction of the property of an insured.</p>	<p>ARBITRATION</p> <p>A. If we and an insured disagree whether that person is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle or do not agree as to the amount of damages, the dispute shall be resolved by arbitration. Both parties must agree to arbitration.</p> <p>1. The parties may agree to a single arbitrator.</p> <p>A decision by the</p>

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		<p>sustained in any one accident.</p> <p>B. Any amounts otherwise payable for damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident shall be reduced by all sums payable because of the property damage by or on behalf of persons or organizations who may be legally responsible.</p> <p>OTHER INSURANCE</p> <p>With respect to an auto or property contained in an auto:</p> <p>2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <ul style="list-style-type: none"> a. neither one by itself is sufficient to cover the loss; and b. you will not recover more than the actual damages, less the applicable deductible. <p>3. With respect to all other property, this coverage shall be excess over any other collectible insurance.</p>	<p>accident.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> <p>3. Promptly notify us of a tentative settlement between the insured and the insurer of the Underinsured motor vehicle and allow us a reasonable time to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such underinsured motor vehicle. If you fail to promptly notify us of such tentative settlement, we will not provide this coverage to the extent your failure to provide such notice prejudices our rights against any third party.</p>	<p>Indicates that Underinsured Motorists Property Damage applies. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the underinsured motor vehicle.</p>		<p>arbitrator will be binding.</p> <p>2. If the parties cannot agree on a single arbitrator, each will select an independent representative, who will then select a single arbitrator. The parties may then proceed with the single arbitrator by agreement. A decision by the arbitrator will be binding.</p> <p>3. If the representatives cannot agree on a single arbitrator within 30 days or the parties do not agree on the arbitrator selected, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. A decision by two of the three arbitrators will be binding.</p> <p>B. Unless both parties agree otherwise, arbitration will take place within the county and state in which the insured lives. Local rules of law as to procedure and evidence will apply. Each party will pay the expenses it incurs, except we will bear the reasonable expenses of the arbitrator(s) and any statutory costs actually incurred by the Insured.</p>

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WASHINGTON PERSONAL AUTO POLICY	SA-1852/WAEP 12/07	<p>DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> 1. \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto. 2. \$100 in all other cases. <p>LIMIT OF LIABILITY A. The limit of liability shown in the Declarations for Underinsured Motorists Property Damage is our maximum limit of liability for all property damage sustained in any one accident.</p> <p>B. Any amounts otherwise payable for damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident shall be reduced by all sums payable because of the property damage by or on behalf of persons or organizations who may be legally responsible.</p> <p>OTHER INSURANCE With respect to an auto or property contained in an auto:</p> <ol style="list-style-type: none"> 2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if: <ul style="list-style-type: none"> a. neither one by itself is sufficient to cover the loss; and b. you will not recover more than the actual damages, less the applicable deductible. 3. With respect to all other property, this coverage shall be excess over any other collectible insurance. 	<p>D. A person seeking Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved and there is bodily injury or death of any person or damage to the property of any one person to an apparent extent equal to or greater than the reporting threshold described in WAC 446-85-010. However if there is no physical contact with a hit-and-run vehicle, someone must report the accident to the appropriate law enforcement agency within 72 hours of the accident. 2. Promptly send us copies of the legal papers if a suit is brought. 3. Promptly notify us of a tentative settlement between the insured and the insurer of the Underinsured motor vehicle and allow us a reasonable time to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such underinsured motor vehicle. If you fail to promptly notify us of such tentative settlement, we will not provide this coverage to the extent your failure to provide such notice prejudices our rights against any third party. 	<p>UNDERINSURED MOTORISTS COVERAGE — PROPERTY INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an underinsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Underinsured Motorists Property Damage applies. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the underinsured motor vehicle.</p>	<p>C. "Property damage" as used in this coverage means injury to or destruction of the property of an insured.</p>	<p>ARBITRATION</p> <p>A. If we and an insured disagree whether that person is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle or do not agree as to the amount of damages, the dispute shall be resolved by arbitration. Arbitration shall begin upon a written demand from either party.</p> <ol style="list-style-type: none"> 1. The parties may agree to a single arbitrator. A decision by the arbitrator will be binding. 2. If the parties cannot agree on a single arbitrator, each will select an independent representative, who will then select a single arbitrator. The parties may then proceed with the single arbitrator by agreement. A decision by the arbitrator will be binding. 3. If the representatives cannot agree on a single arbitrator within 30 days or the parties do not agree on the arbitrator selected, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. A decision by two of the three arbitrators will be binding. B. Unless both parties agree otherwise, arbitration

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						will take place within the county and state in which the insured lives. Local rules of law as to procedure and evidence will apply. Each party will pay the expenses it incurs, except we will bear the reasonable expenses of the arbitrator(s) and any statutory costs actually incurred by the Insured.
WASHINGTON PERSONAL AUTO POLICY	SA-1852/WAEP R1 9/06	<p>DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> 1. \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto. 2. \$100 in all other cases. <p>LIMIT OF LIABILITY A. The limit of liability shown in the Declarations for Underinsured Motorists Property Damage is our maximum limit of liability for all property damage sustained in any one accident. B. Any amounts otherwise payable for damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident shall be reduced by all sums payable because of the property damage by or on behalf of persons or organizations who may be legally responsible.</p> <p>OTHER INSURANCE With respect to an auto or property contained in an auto: 2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this</p>	<p>D. A person seeking Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved and there is bodily injury or death of any person or damage to the property of any one person to an apparent extent equal to or greater than the reporting threshold described in WAC 446-85-010. However if there is no physical contact with A hit-and-run vehicle, someone must report the accident to the appropriate law enforcement agency within 72 hours of the accident. 2. Promptly send us copies of the legal papers if a suit is brought. 3. Promptly notify us of a tentative settlement between the insured and the insurer of the Underinsured motor vehicle and allow us a reasonable time to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such underinsured motor vehicle. If you fail to promptly notify us of such tentative settlement, we will not provide this coverage to the extent your failure to provide such notice prejudices our rights against any third party. 	<p>UNDERINSURED MOTORISTS COVERAGE — PROPERTY DAMAGE INSURING AGREEMENT A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an under insured motor vehicle because of property damage caused by an accident if the Declarations indicates that Underinsured Motorists Property Damage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the under insured motor vehicle.</p>	<p>C. "Property damage" as used in this coverage means injury to or destruction of the property of an insured.</p> <p>ARBITRATION A. If we and an insured disagree whether that person is legally entitled to recover damages from the owner or operator of an underinsured motor vehicle or do not agree as to the amount of damages, the dispute shall be resolved by arbitration. Arbitration shall begin upon a written demand from either party.</p> <ol style="list-style-type: none"> 1. The parties may agree to a single arbitrator. A decision by the arbitrator will be binding. 2. If the parties cannot agree on a single arbitrator, each will select an independent representative, who will then select a single arbitrator. The parties may then proceed with the single arbitrator by agreement. A decision by the arbitrator will be binding. 3. If the representatives cannot agree on a single arbitrator within 30 days or the parties do not agree on the arbitrator selected, each party will 	

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		<p>coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <ul style="list-style-type: none"> a. neither one by itself is sufficient to cover the loss; and b. you will not recover more than the actual damages, less the applicable deductible. <p>3. With respect to all other property, this coverage shall be excess over any other collectible insurance.</p>				<p>select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. A decision by two of the three arbitrators will be binding.</p> <p>B. Unless both parties agree otherwise, arbitration will take place within the county and state in which the insured lives. Local rules of law as to procedure and evidence will apply. Each party will pay the expenses it incurs, except we will bear the reasonable expenses of the arbitrator(s) and any statutory costs actually incurred by the insured.</p>
WASHINGTON PERSONAL AUTO POLICY	SA-1852/WAEP 7/04	<p>DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> 1. \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto. 2. \$100 in all other cases. <p>LIMIT OF LIABILITY A. The limit of liability shown in the Declarations for Underinsured Motorists Property Damage is our maximum limit of liability for all property damage sustained in any one accident.</p> <p>B. Any amounts otherwise payable for damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused</p>	<p>D. A person seeking Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved and there is bodily injury or death of any person or damage to the property of any one person to an apparent extent equal to or greater than the reporting threshold established by applicable regulation. However if there is no physical contact with a hit-and-run vehicle, someone must report the accident to the appropriate law enforcement agency within 72 hours of the accident. 2. Promptly send us copies of the legal papers if a suit is brought. 3. Promptly notify us of a tentative settlement between the insured and the insurer of the uninsured motor vehicle and allow us a 	<p>UNDERINSURED MOTORISTS COVERAGE — PROPERTY DAMAGE INSURING AGREEMENT A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations Indicates that Underinsured Motorists Property Damage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership,</p>	<p>C. "Property damage" as used in this coverage means injury to or destruction of the property of an insured.</p>	<p>ARBITRATION A. If we and an insured disagree whether that person is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle or do not agree as to the amount of damages, the dispute shall be resolved by arbitration. Arbitration shall begin upon a written demand from either party.</p> <p>1. The parties may agree to a single arbitrator. A decision by the arbitrator will be binding.</p> <p>2. If the parties cannot agree on a single arbitrator, each will select an independent representative, who</p>

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		<p>by an accident shall be reduced by all sums payable because of the property damage by or on behalf of persons or organizations who may be legally responsible.</p> <p>OTHER INSURANCE With respect to an auto or property contained in an auto:</p> <p>2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <ul style="list-style-type: none"> a. neither one by itself is sufficient to cover the loss; and b. you will not recover more than the actual damages, less the applicable deductible. <p>3. With respect to all other property, this coverage shall be excess over any other collectible insurance.</p>	<p>reasonable time to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such underinsured motor vehicle. If you fail to promptly notify us of such tentative settlement, we will not provide this coverage to the extent your failure to provide such notice prejudices our rights against any third party.</p>	<p>maintenance or use of the underinsured motor vehicle.</p>		<p>will then select a single arbitrator. The parties may then proceed with the single arbitrator by agreement. A decision by the arbitrator will be binding.</p> <p>3. If the representatives cannot agree on a single arbitrator within 30 days or the parties do not agree on the arbitrator selected, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. A decision by two of the three arbitrators will be binding.</p> <p>B. Unless both parties agree otherwise, arbitration will take place within the county and state in which the insured lives. Local rules of law as to procedure and evidence will apply. Each party will pay the expenses it incurs, except we will bear the reasonable expenses of the arbitrator(s) and any statutory costs actually incurred by the insured.</p>
WASHINGTON PERSONAL AUTO POLICY	SA-1852/WAEP 3/04	<p>DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident:</p> <p>1. \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto.</p> <p>2. \$100 in all other cases.</p>	<p>D. A person seeking Underinsured Motorists Coverage must also:</p> <p>1. Promptly notify the police if a hit-and-run driver is involved and there is bodily injury or death of any person or damage to the property of any one person to an apparent extent equal to or greater than the reporting</p>	<p>UNDERINSURED MOTORISTS COVERAGE — PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an</p>	<p>C. "Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <p>1. Your covered auto.</p> <p>2. Any property owned by an insured.</p> <p>3. Any property</p>	<p>ARBITRATION</p> <p>A. If we and an Insured disagree whether that person is legally entitled to recover damages from the owner or operator of an underinsured motor vehicle or do not agree as to the amount of damages, the</p>

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		<p>LIMIT OF LIABILITY</p> <p>A. The limit of liability shown in the Declarations for Underinsured Motorists Property Damage is our maximum limit of liability for all property damage sustained in any one accident.</p> <p>B. Any amounts otherwise payable for damages which the Insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident shall be reduced by all sums payable because of the property damage by or on behalf of persons or organizations who may be legally responsible.</p> <p>OTHER INSURANCE</p> <p>With respect to an auto or property contained in an auto:</p> <p>2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <ul style="list-style-type: none"> a. neither one by itself is sufficient to cover the loss; and b. you will not recover more than the actual damages, less the applicable deductible. <p>3. With respect to all other property, this coverage shall be excess over any other collectible insurance.</p>	<p>threshold established by applicable regulation. However if there is no physical contact with a hit-and-run vehicle, someone must report the accident to the appropriate law enforcement agency within 72 hours of the accident.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p> <p>3. Promptly notify us of a tentative settlement between the insured and the insurer of the underinsured motor vehicle and allow us a reasonable time to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such underinsured motor vehicle. If you fail to promptly notify us of such tentative settlement, we will not provide this coverage to the extent your failure to provide such notice prejudices our rights against any third party.</p>	<p>underinsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Underinsured Motorists Property Damage applies. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the underinsured motor vehicle.</p>	<p>owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member.</p>	<p>dispute shall be resolved by arbitration. Arbitration shall begin upon a written demand from either party.</p> <p>1. The parties may agree to a single arbitrator. A decision by the arbitrator will be binding.</p> <p>2. If the parties cannot agree on a single arbitrator, each will select an independent representative, who will then select a single arbitrator. The parties may then proceed with the single arbitrator by agreement. A decision by the arbitrator will be binding.</p> <p>3. If the representatives cannot agree on a single arbitrator within 30 days or the parties do not agree on the arbitrator selected, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. A decision by two of the three arbitrators will be binding.</p> <p>B. Unless both parties agree otherwise, arbitration will take place within the county and state in which the insured lives. Local rules of law as to procedure and evidence will apply. Each party will pay the expenses it incurs, except we will bear the reasonable</p>

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WASHINGTON PERSONAL AUTO POLICY	SA-1852/WAEP 12/01	<p>DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> 1. \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto. 2. \$100 in all other cases. <p>LIMIT OF LIABILITY A. The limit of liability shown in the Declarations for Underinsured Motorists Property Damage is our maximum limit of liability for all property damage sustained in any one accident.</p> <p>B. Any amounts otherwise payable for damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident shall be reduced by all sums payable because of the property damage by or on behalf of persons or organizations who may be legally responsible.</p> <p>OTHER INSURANCE With respect to an auto or property contained in an auto:</p> <ol style="list-style-type: none"> 2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if: <ol style="list-style-type: none"> a. neither one by itself is sufficient to cover the loss; and b. you will not recover more than the actual damages, less the applicable deductible. 	<p>D. A person seeking Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. However if there is no physical contact with a hit-and-run vehicle, someone must report the appropriate law enforcement agency within 72 hours of the accident. 2. Promptly send us copies of the legal papers if a suit is brought. 3. Promptly notify us of a tentative settlement between the insured and the insurer of the underinsured motor vehicle and allow us a reasonable time to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such underinsured motor vehicle. 	<p>UNDERINSURED MOTORISTS COVERAGE — PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Underinsured Motorists Property Damage applies. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p>	<p>C. "Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by an insured. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. 	<p>ARBITRATION</p> <p>A. If we and an insured disagree whether that person is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle or do not agree as to the amount of damages, the dispute shall be resolved by arbitration. Arbitration shall begin upon a written demand from either party.</p> <ol style="list-style-type: none"> 1. The parties may agree to a single arbitrator. A decision by the arbitrator will be binding. 2. If the parties cannot agree on a single arbitrator, each will select an independent representative, who will then select a single arbitrator. The parties may then proceed with the single arbitrator by agreement. A decision by the arbitrator will be binding. 3. If the representatives cannot agree on a single arbitrator within 30 days or the parties do not agree on the arbitrator selected, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. A decision by two of the three

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		3. With respect to all other property, this coverage shall be excess over any other collectible insurance.				arbitrators will be binding. B. Unless both parties agree otherwise, arbitration will take place within the county and state in which the insured lives. Local rules of law as to procedure and evidence will apply. Each party will pay the expenses it incurs, except we will bear the reasonable expenses of the arbitrator(s) and any statutory costs actually incurred by the insured.
WASHINGTON PERSONAL AUTO POLICY	SA-1852/WAEP 9/05	<p>DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> 1. \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto. 2. \$100 in all other cases. <p>LIMIT OF LIABILITY A. The limit of liability shown in the Declarations for Underinsured Motorists Property Damage is our maximum limit of liability for all property damage sustained in any one accident.</p> <p>B. Any amounts otherwise payable for damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident shall be reduced by all sums payable because of the property damage by or on behalf of persons or organizations who may be legally responsible.</p> <p>OTHER INSURANCE With respect to an auto or property contained in an auto:</p>	<p>D. A person seeking Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved and there is bodily injury or death of any person or damage to the property of any one person to an apparent extent equal to or greater than the reporting threshold established by applicable regulation. However if there is no physical contact with a hit-and-run vehicle, someone must report the accident to the appropriate law enforcement agency within 72 hours of the accident. 2. Promptly send us copies of the legal papers if a suit is brought. 3. Promptly notify us of a tentative settlement between the Insured and the insurer of the underinsured motor vehicle and allow us a reasonable time to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such underinsured motor vehicle. If you fail to promptly notify us of such tentative settlement, we will not provide this coverage to the extent your failure to provide such notice prejudices our rights against any third party. 	<p>UNDERINSURED MOTORISTS COVERAGE — PROPERTY DAMAGE INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an underinsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Underinsured Motorists Property Damage applies.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the underinsured motor vehicle.</p>	<p>C. "Property damage" as used in this coverage means Injury to or destruction of the property of an insured.</p> <p>ARBITRATION</p> <p>A. If we and an insured disagree whether that person is legally entitled to recover damages from the owner or operator of an underinsured motor vehicle or do not agree as to the amount of damages, the dispute shall be resolved by arbitration. Both parties must agree to arbitration.</p> <ol style="list-style-type: none"> 1. The parties may agree to a single arbitrator. A decision by the arbitrator will be binding. 2. If the parties cannot agree on a single arbitrator, each will select an independent representative, who will then select a single arbitrator. The parties may then proceed with the single arbitrator by agreement. A decision by the arbitrator will be binding. 3. If the representatives cannot agree on a single arbitrator within 30 days or the parties do not agree on the 	

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
		<p>2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <ul style="list-style-type: none"> a. neither one by itself is sufficient to cover the loss; and b. you will not recover more than the actual damages, less the applicable deductible. <p>3. With respect to all other property, this coverage shall be excess over any other collectible insurance.</p>				<p>arbitrator selected, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. A decision by two of the three arbitrators will be binding.</p> <p>B. Unless both parties agree otherwise, arbitration will take place within the county and state in which the insured lives. Local rules of law as to procedure and evidence will apply. Each party will pay the expenses it incurs, except we will bear the reasonable expenses of the arbitrator(s) and any statutory costs actually incurred by the insured.</p>

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
WEST VIRGINIA PERSONAL AUTO POLICY	SA-1714/WVEP 3/05	<p>3. For the first \$300 of the amount of property damage to the property of each insured as the result of any one accident with an uninsured motor vehicle.</p> <p>3. The limit of Property Damage Liability shown for each accident is our maximum limit of liability for all property damage resulting from any one accident. The limits of liability applicable to Uninsured/Underinsured Motorists Coverage are the most we will pay regardless of the number of:</p> <ul style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. 	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. <p>ADDITIONAL DUTIES</p> <p>A person seeking Underinsured Motorists Coverage must also promptly:</p> <ol style="list-style-type: none"> 1. Send us copies of the legal papers if a suit is brought; and 2. Notify us in writing of a tentative settlement between the insured and the insurer of the Underinsured motor vehicle and allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such underinsured motor vehicle. 	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by an insured and caused by an accident; and 2. Property damage caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. <p>We will pay under this coverage caused by an accident with an underinsured motor vehicle only if 1. or 2. below applies:</p> <ol style="list-style-type: none"> 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgment or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: <ul style="list-style-type: none"> a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. Any judgment for damages arising out of a suit brought without our written consent is not binding on us. 	<p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by a person listed in 1. or 2. of the insured definition while contained in your covered auto. 3. Any other property (except a motor vehicle) owned by an insured and located in West Virginia. 	None.
WEST VIRGINIA PERSONAL AUTO POLICY	SA-1714/WVEP 10/05	<p>3. For the first \$300 of the amount of property damage to the property of each insured as the result of any one accident with an uninsured motor vehicle.</p> <p>3. The limit of Property Damage Liability shown for</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. <p>ADDITIONAL</p>	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by an insured and caused by an accident; and 2. Property damage caused by an accident. 	<p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by a person listed in 1. or 2. of the insured definition while contained in your covered auto. 3. Any other property (except a motor vehicle) owned by an 	None.

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
		each accident is our maximum limit of liability for all property damage resulting from any one accident. The limits of liability applicable to Uninsured/Underinsured Motorists Coverage are the most we will pay regardless of the number of: 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident.	DUTIES A person seeking Underinsured Motorists Coverage must also promptly: 1. Send us copies of the legal papers if a suit is brought; and 2. Notify us in writing of a tentative settlement Between the insured and the insurer of the Underinsured motor vehicle and allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such underinsured motor vehicle.	The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. We will pay under this coverage caused by an accident with an underinsured motor vehicle only if 1. or 2. below applies: 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgment or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.	insured and located in West Virginia.	
WEST VIRGINIA SPECIALTY AUTO POLICY	SA-1714/WVEP 7/02	3. For the first \$300 of the amount of property damage to the property of each insured as the result of any one accident with an uninsured motor vehicle. 3. The limit of Property Damage Liability shown for each accident is our maximum limit of liability for all property damage resulting from any one accident. The limits of liability applicable to Uninsured/Underinsured Motorists Coverage are the most we will pay regardless of the number of: 1. Insureds; 2. Claims made;	ADDITIONAL DUTIES A person seeking Underinsured Motorists Coverage must also promptly: 1. Send us copies of the legal papers if a suit is brought; and 2. Notify us in writing of a tentative settlement between the insured and the insurer of the underinsured motor vehicle and allow us 30 days to advance payment to that insured in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such underinsured motor vehicle.	PART C — UNINSURED/UNDERINSURED MOTORISTS COVERAGE INSURING AGREEMENT A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of: 1. Bodily injury sustained by an insured and caused by an accident; and 2. Property damage caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. We will pay under this	"Property damage" as used in this Part means injury to or destruction of: 1. Your covered auto. 2. Any property owned by a person listed in 1. or 2. of the insured definition while contained in your covered auto. 3. Any other property (except a motor vehicle) owned by an insured and located in West Virginia.	None.

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
		3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident.		coverage caused by an accident with an underinsured motor vehicle only if 1. or 2. below applies: 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgment or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.		
WEST VIRGINIA PERSONAL AUTO POLICY	SA-1852/WVEP 1/06	DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident: 1. \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto. 2. \$100 in all other cases. 2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if: a. neither one by itself is sufficient to cover the loss; and b. you will not recover more than the actual damages, less the applicable	A person seeking Uninsured Motorists Coverage must also: 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought.	A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of: 1. Bodily injury sustained by an insured and caused by an accident; and 2. Property damage caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. We will pay damages under this coverage caused by an accident with an underinsured motor vehicle only if 1. or 2. below applies: 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgment or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the	C. "Property damage" as used in this Part means injury to or destruction of: 1. Your covered auto. 2. Any property owned by a person listed in 1. or 2. of the insured definition while contained in your covered auto. 3. Any other property (except a motor vehicle) owned by an insured and located in West Virginia.	None.

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
		deductible. 3. With respect to all other property, this coverage shall be excess over any other collectible insurance.		underinsured motor vehicle and we: a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. Any judgment for damages arising out of suit brought without our written consent is not binding on us.		
WEST VIRGINIA PERSONAL AUTO POLICY	SA-1852/WVEP 2/02	3. For the first \$300 of the amount of property damage to the property of each insured as the result of any one accident with an uninsured motor vehicle. 3. The limit of Property Damage Liability shown for each accident is our maximum limit of liability for all property damage resulting from any one accident. The limits of liability applicable to Uninsured/ Underinsured Motorists Coverage are the most we will pay regardless of the number of: 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident.	C. A person seeking Uninsured Motorists Coverage must also: 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought.	A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of: 1. Bodily injury sustained by an insured and caused by an accident; and 2. Property damage caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. We will pay damages under this coverage caused by an accident with an underinsured motor vehicle only if 1. or 2. below applies: 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgment or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. Any judgment for damages arising out of a suit	2. Any property owned by a person listed in 1. or 2. of the insured definition while contained in your covered auto. 3. Any other property (except a motor vehicle) owned by an insured and located in West Virginia.	None.

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
				brought without our written consent is not binding on us.		
WEST VIRGINIA PERSONAL AUTO POLICY	SA-1852/WVEP 3/05	<p>3. For the first \$300 of the amount of property damage to the property of each insured as the result of any one accident with an uninsured motor vehicle.</p> <p>3. The limit of Property Damage Liability shown for each accident is our maximum limit of liability for all property damage resulting from any one accident. The limits of liability applicable to Uninsured/Underinsured Motorists Coverage are the most we will pay regardless of the number of:</p> <ul style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. 	<p>A person seeking Uninsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by an insured and caused by an accident; and 2. Property damage caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. We will pay damages under this coverage caused by an accident with an underinsured motor vehicle only if 1. or 2. below applies: 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgment or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: <ul style="list-style-type: none"> a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. Any judgment for damages arising out of a suit brought without our written consent is not binding on us. 	<p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by a person listed in 1. or 2. of the insured definition while contained in your covered auto. 3. Any other property (except a motor vehicle) owned by an insured and located in West Virginia. 	None.
WEST VIRGINIA PERSONAL AUTO POLICY	SA-1852/WVEP 3/09	3. For the first \$300 of the amount of property damage to the property of each insured as the result of any one accident with an uninsured motor vehicle.	<p>A person seeking Uninsured Motorists Coverage or Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as 	<p>INSURING AGREEMENT</p> <p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury 	<p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by a person listed in 1. or 2. of the insured definition while 	None.

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
		<p>3. The limit of Property Damage Liability shown for each accident is our maximum limit of liability for all property damage resulting from any one accident.</p> <p>The limits of liability applicable to Uninsured/Underinsured Motorists Coverage are the most we will pay regardless of the number of:</p> <ul style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. 	<p>practicable if a hit-and-run driver is involved.</p> <p>2. Promptly send us copies of the legal papers if a suit is brought.</p>	<p>sustained by an insured and caused by an accident.</p> <p>2. Property damage caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. We will pay damages under this coverage caused by an accident with an underinsured motor vehicle only if 1. or 2. below applies:</p> <ol style="list-style-type: none"> 1. The limits of liability under any applicable bodily injury liability bonds or policies have SA-1852/WVEP 3/09 — 8 — been exhausted by payment of judgments or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: <ul style="list-style-type: none"> a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. Any judgment for damages arising out of suit brought without our written consent is not binding on us. 	<p>contained in your covered auto.</p> <p>3. Any other property (except a motor vehicle) owned by an insured and located in West Virginia.</p>	
WEST VIRGINIA PERSONAL AUTO POLICY	SA-1852/WVEP 12/06	<p>3. For the first \$300 of the amount of property damage to the property of each insured as the result of any one accident with an uninsured motor vehicle.</p> <p>3. The limit of Property Damage Liability shown for each accident is our maximum limit of liability for all property damage resulting from any one accident.</p> <p>The limits of liability applicable to Uninsured/</p>	<p>C. A person seeking Uninsured Motorists Coverage or Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by an insured and caused by an accident. 2. Property damage caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured 	<p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by a person listed in 1. or 2. of the insured definition while contained in your covered auto. 3. Any other property (except a motor vehicle) owned by an insured and located in West Virginia. 	None.

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
		<p>Underinsured Motorists Coverage are the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident. 		<p>motor vehicle. We will pay damages under this coverage caused by an accident with an uninsured motor vehicle only if 1. or 2. below applies:</p> <ol style="list-style-type: none"> 1. The limits of liability under any applicable bodily injury liability bonds or policies have SA-1852/WVEP 12/06 — 8 — been exhausted by payment of judgments or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the uninsured motor vehicle and we: <ol style="list-style-type: none"> a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. <p>Any judgment for damages arising out of suit brought without our written consent is not binding on us.</p> 		
WEST VIRGINIA PERSONAL AUTO POLICY	SA-1852/WVEP 5/09	<p>3. For the first \$300 of the amount of property damage to the property of each insured as the result of any one accident with an uninsured motor vehicle.</p> <p>3. The limit of Property Damage Liability shown for each accident is our maximum limit of liability for all property damage resulting from any one accident. The limits of liability applicable to Uninsured/Underinsured Motorists Coverage are the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Insureds; 2. Claims made; 3. Vehicles or premiums shown in the 	<p>C. A person seeking Uninsured Motorists Coverage or Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of:</p> <ol style="list-style-type: none"> 1. Bodily injury sustained by that insured and caused by an accident. 2. Property damage caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. We will pay damages under this coverage caused by an accident with an uninsured motor vehicle only if 1. or 2. below applies: 1. The limits of liability under any applicable bodily injury liability bonds or policies have 	<p>C. "Property damage" as used in this Part means injury to or destruction of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by a person listed in 1. or 2. of the insured definition while contained in your covered auto. 3. Any other property (except a motor vehicle) owned by an insured and located in West Virginia. 	None.

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
		Declarations; or 4. Vehicles involved in the accident.		been exhausted by payment of judgments or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. Any judgment for damages arising out of suit brought without our written consent is not binding on us.		

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
WYOMING PERSONAL AUTO POLICY	SA-1714/WYEP 7/05	<p>OTHER INSURANCE — UNINSURED MOTOR VEHICLES</p> <p>If there is other applicable insurance available under more than one policy or provision of coverage, that is similar to the insurance provided under this Part of the policy, the following priorities of recovery apply:</p> <p>FIRST The policy affording Uninsured Motorists Coverage to the vehicle the insured was occupying at the time of the accident.</p> <p>SECOND The policy affording Uninsured Motorists Coverage to the insured as a named insured or family member. Where there is no applicable insurance available under the first priority:</p> <p>A. The maximum recovery under all policies in the second priority shall not exceed the highest limit of any one applicable policy plus the minimum limits required by the Wyoming Safety Responsibility Act for each of the other applicable policies, which are \$25,000 per person and \$50,000 per accident for bodily injury liability; and</p> <p>B. We will pay only our share of the loss, not to exceed our share of the maximum recovery. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Where there is applicable insurance available under the first priority:</p> <p>A. The limit of liability under the policy with the first priority shall first be exhausted.</p> <p>B. Recovery under each policy in the second priority shall not exceed the minimum limits required by the Wyoming Safety Responsibility Act, which are \$25,000 per person and \$50,000 per accident for bodily injury liability; and</p> <p>C. An insurer providing Uninsured Motorists Coverage under the second priority shall pay a pro rata share of the loss in excess of the amount recoverable under the first priority. This pro rata share shall be the proportion that such insurer's limit of liability bears to the total of all limits applicable under the</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of bodily injury:</p> <ol style="list-style-type: none"> 1. Sustained by an insured; and 2. Caused by an accident. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle.</p> <p>We will pay under this Underinsured Motorists Coverage only if 1. or 2. below applies:</p> <ol style="list-style-type: none"> 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgment or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: <ol style="list-style-type: none"> a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. 	None.	<p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. <p>Both parties must agree to arbitration by separate written agreement. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will pay the expenses it incurs, and bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p>

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
WYOMING PERSONAL AUTO POLICY	SA-1714/WYEP 1/06	<p>second priority.</p> <p>DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> 1. \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto. 2. \$100 in all other cases. <p>LIMIT OF LIABILITY A. The limit of liability shown in the Declarations for Underinsured Motorists Property Damage is our maximum limit of liability for all property damage sustained in any one accident. B. Any amounts otherwise payable for damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident shall be reduced by all sums payable because of the property damage by or on behalf of persons or organizations who may be legally responsible.</p> <p>OTHER INSURANCE With respect to an auto or property contained in an auto:</p> <ol style="list-style-type: none"> 2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if: <ol style="list-style-type: none"> a. neither one by itself is sufficient to cover the loss; and b. you will not recover more than the actual damages, less the applicable deductible. 3. With respect to all other property, this coverage shall be excess over any other collectible insurance. 	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Uninsured Motorists Property Damage applies. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p>	<p>"Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by an insured. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. 	<p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration by separate written agreement. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. B. Each party will pay the expenses it incurs, and bear the expenses of the third arbitrator equally. C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.
WYOMING PERSONAL AUTO POLICY	SA-1714/WYEP R1 7/02	<p>OTHER INSURANCE — UNINSURED MOTOR VEHICLES If there is other applicable insurance available under more than one policy or provision of coverage, that is similar to the insurance provided under this Part of the policy, the following priorities of recovery apply: FIRST The policy affording Uninsured Motorists</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought 	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of bodily injury:</p> <ol style="list-style-type: none"> 1. Sustained by an insured; and 2. Caused by an 	None.	<p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
		<p>Coverage to the vehicle the insured was occupying at the time of the accident.</p> <p>SECOND The policy affording Uninsured Motorists Coverage to the insured as a named insured or family member. Where there is no applicable insurance available under the first priority:</p> <p>A. The maximum recovery under all policies in the second priority shall not exceed the highest limit of any one applicable policy plus the minimum limits required by the Wyoming Safety Responsibility Act for each of the other applicable policies, which are \$25,000 per person and \$50,000 per accident for bodily injury liability; and</p> <p>B. We will pay only our share of the loss, not to exceed our share of the maximum recovery. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Where there is applicable insurance available under the first priority:</p> <p>A. The limit of liability under the policy with the first priority shall first be exhausted.</p> <p>B. Recovery under each policy in the second priority shall not exceed the minimum limits required by the Wyoming Safety Responsibility Act, which are \$25,000 per person and \$50,000 per accident for bodily injury liability; and</p> <p>C. An insurer providing Uninsured Motorists Coverage under the second priority shall pay a pro rata share of the loss in excess of the amount recoverable under the first priority. This pro rata share shall be the proportion that such insurer's limit of liability bears to the total of all limits applicable under the second priority.</p>		<p>accident.</p> <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle.</p> <p>We will pay under this Underinsured Motorists Coverage only if 1. or 2. below applies:</p> <ol style="list-style-type: none"> 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgment or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: <ul style="list-style-type: none"> a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. 		<p>matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.</p> <p>Both parties must agree to arbitration by separate written agreement. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will pay the expenses it incurs, and bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p>
WYOMING PERSONAL AUTO POLICY	SA-1852/WYEP 1/02	<p>OTHER INSURANCE — UNINSURED MOTOR VEHICLES</p> <p>If there is other applicable insurance available under more than one policy or provision of coverage, that is similar to the insurance provided under this Part of the policy, the following priorities of recovery apply:</p> <p>FIRST The policy affording</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of bodily injury:</p> <ol style="list-style-type: none"> 1. Sustained by an insured; and 2. Caused by an 	None.	<p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
		<p>Uninsured Motorists Coverage to the vehicle the insured was occupying at the time of the accident.</p> <p>SECOND The policy affording Uninsured Motorists Coverage to the insured as a named insured or family member. Where there is no applicable insurance available under the first priority:</p> <p>A. The maximum recovery under all policies in the second priority shall not exceed the highest limit of any one applicable policy plus the minimum limits required by the Wyoming Safety Responsibility Act for each of the other applicable policies, which are \$25,000 per person and \$50,000 per accident for bodily injury liability; and</p> <p>B. We will pay only our share of the loss, not to exceed our share of the maximum recovery. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Where there is applicable insurance available under the first priority:</p> <p>A. The limit of liability under the policy with the first priority shall first be exhausted.</p> <p>B. Recovery under each policy in the second priority shall not exceed the minimum limits required by the Wyoming Safety Responsibility Act, which are \$25,000 per person and \$50,000 per accident for bodily injury liability; and</p> <p>C. An insurer providing Uninsured Motorists Coverage under the second priority shall pay a pro rata share of the loss in excess of the amount recoverable under the first priority. This pro rata share shall be the proportion that such insurer's limit of liability bears to the total of all limits applicable under the second priority.</p>		<p>accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. We will pay under this Underinsured Motorists Coverage only if 1. or 2. below applies:</p> <ol style="list-style-type: none"> 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgment or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: <ol style="list-style-type: none"> a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. 		<p>vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration by separate written agreement. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will pay the expenses it incurs, and bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p>
WYOMING PERSONAL AUTO POLICY	SA-1852/WYEP 1/06	<p>DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> 1. \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto. 2. \$100 in all other cases. 	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Uninsured Motorists</p>	<p>"Property damage" as used in this coverage means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto. 2. Any 	<p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of

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		<p>LIMIT OF LIABILITY</p> <p>A. The limit of liability shown in the Declarations for Underinsured Motorists</p> <p>Property Damage is our maximum limit of liability for all property damage sustained in any one accident.</p> <p>B. Any amounts otherwise payable for damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident shall be reduced by all sums payable because of the property damage by or on behalf of persons or organizations who may be legally responsible.</p> <p>OTHER INSURANCE</p> <p>With respect to an auto or property contained in an auto:</p> <p>2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <ul style="list-style-type: none"> a. neither one by itself is sufficient to cover the loss; and b. you will not recover more than the actual damages, less the applicable deductible. <p>3. With respect to all other property, this coverage shall be excess over any other collectible insurance.</p>		<p>Property Damage applies. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p>	<p>property owned by an insured.</p> <p>3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member.</p>	<p>an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration by separate written agreement. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. B. Each party will pay the expenses it incurs, and bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p>
WYOMING PERSONAL AUTO POLICY	SA-1852/WYEP 7/05	<p>OTHER INSURANCE — UNINSURED MOTOR VEHICLES</p> <p>If there is other applicable insurance available under more than one policy or provision of coverage, that is similar to the insurance provided under this Part of the policy, the following priorities of recovery apply:</p> <p>FIRST The policy affording Uninsured Motorists Coverage to the vehicle the insured was occupying at the time of the accident.</p> <p>SECOND The policy affording Uninsured Motorists Coverage to the insured as a named insured or family member. Where there is no applicable insurance available under the first priority:</p> <p>A. The maximum recovery</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of bodily injury:</p> <ol style="list-style-type: none"> 1. Sustained by an insured; and 2. Caused by an accident. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. We will pay under this Uninsured Motorists Coverage only if 1. or 2. below applies:</p>	<p>None.</p>	<p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; <p>from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration by separate written agreement. If so agreed, each party</p>

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		<p>under all policies in the second priority shall not exceed the highest limit of any one applicable policy plus the minimum limits required by the Wyoming Safety Responsibility Act for each of the other applicable policies, which are \$25,000 per person and \$50,000 per accident for bodily injury liability; and</p> <p>B. We will pay only our share of the loss, not to exceed our share of the maximum recovery. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Where there is applicable insurance available under the first priority:</p> <p>A. The limit of liability under the policy with the first priority shall first be exhausted.</p> <p>B. Recovery under each policy in the second priority shall not exceed the minimum limits required by the Wyoming Safety Responsibility Act, which are \$25,000 per person and \$50,000 per accident for bodily injury liability; and</p> <p>C. An insurer providing Uninsured Motorists Coverage under the second priority shall pay a pro rata share of the loss in excess of the amount recoverable under the first priority. This pro rata share shall be the proportion that such insurer's limit of liability bears to the total of all limits applicable under the second priority.</p>		<p>1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgment or settlements; or</p> <p>2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we:</p> <ul style="list-style-type: none"> a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. 		<p>will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will pay the expenses it incurs, and bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p>
WYOMING PERSONAL AUTO POLICY	SA-1852/WYEP 8/03	<p>OTHER INSURANCE — UNINSURED MOTOR VEHICLES</p> <p>If there is other applicable insurance available under more than one policy or provision of coverage, that is similar to the insurance provided under this Part of the policy, the following priorities of recovery apply:</p> <p>FIRST The policy affording Uninsured Motorists Coverage to the vehicle the insured was occupying at the time of the accident.</p> <p>SECOND The policy affording Uninsured Motorists Coverage to the insured as a named insured or family member. Where there is no applicable insurance available under the first priority:</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Promptly notify the police if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of bodily injury:</p> <ol style="list-style-type: none"> 1. Sustained by an insured; and 2. Caused by an accident. <p>The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. We will pay under this Underinsured Motorists Coverage only</p>	None.	<p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle, then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration by separate written agreement. If so agreed, each party

Title of Policy	Policy ID Number	Exclusions	Duties After Accident or Loss Specific to Uninsured/Underinsured Motorist Coverage	Insuring Agreement Language for UMPD Coverage	Definition of "Property Damage" Under UMPD Section	Arbitration Provision Under UMPD Section
		<p>A. The maximum recovery under all policies in the second priority shall not exceed the highest limit of any one applicable policy plus the minimum limits required by the Wyoming Safety Responsibility Act for each of the other applicable policies, which are \$25,000 per person and \$50,000 per accident for bodily injury liability; and</p> <p>B. We will pay only our share of the loss, not to exceed our share of the maximum recovery. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Where there is applicable insurance available under the first priority:</p> <p>A. The limit of liability under the policy with the first priority shall first be exhausted.</p> <p>B. Recovery under each policy in the second priority shall not exceed the minimum limits required by the Wyoming Safety Responsibility Act, which are \$25,000 per person and \$50,000 per accident for bodily injury liability; and</p> <p>C. An insurer providing Uninsured Motorists Coverage under the second priority shall pay a pro rata share of the loss in excess of the amount recoverable under the first priority. This pro rata share shall be the proportion that such insurer's limit of liability bears to the total of all limits applicable under the second priority.</p>		if 1. or 2. below applies: 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgment or settlements; or 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we: a. have been given prompt written notice of such tentative settlement; and b. advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification.		will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. B. Each party will pay the expenses it incurs, and bear the expenses of the third arbitrator equally. C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.
WYOMING PERSONAL AUTO POLICY	SA-1852/WYEP 8/06	<p>DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> 1. \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto. 2. \$100 in all other cases. <p>LIMIT OF LIABILITY A. The limit of liability shown in the Declarations for Underinsured Motorists Property Damage is our maximum limit of liability for all property damage sustained in any one accident.</p> <p>B. Any amounts otherwise payable for damages which the insured is legally entitled</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Uninsured Motorists Property Damage applies. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.	"Property damage" as used in this coverage means injury to, destruction of: <ol style="list-style-type: none"> 1. Your covered auto. 2. Any property owned by an insured. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by 	A. If we and an insured do not agree: <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to

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		<p>to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident shall be reduced by all sums payable because of the property damage by or on behalf of persons or organizations who may be legally responsible.</p> <p>OTHER INSURANCE With respect to an auto or property contained in an auto:</p> <p>2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <ul style="list-style-type: none"> a. neither one by itself is sufficient to cover the loss; and b. you will not recover more than the actual damages, less the applicable deductible. <p>3. With respect to all other property, this coverage shall be excess over any other collectible insurance.</p>			<p>you or any family member.</p>	<p>arbitration by separate written agreement. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.</p> <p>B. Each party will:</p> <ol style="list-style-type: none"> 1. Pay the expenses it incurs; and 2. Bear the expenses of the third arbitrator equally. <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p>
WYOMING PERSONAL AUTO POLICY	SA-1852/WYEP 01/09	<p>DEDUCTIBLES The following will be deducted from the amount of property damage resulting from any one accident:</p> <ol style="list-style-type: none"> 1. \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with your covered auto. 2. \$100 in all other cases. <p>LIMIT OF LIABILITY A. The limit of liability shown in the Declarations for Underinsured Motorists Property Damage is our maximum limit of liability for all property damage sustained in any one accident. B. Any amounts otherwise payable for damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident shall be reduced by all sums payable because of the property damage by or on behalf of persons or organizations who may be legally responsible.</p> <p>OTHER INSURANCE With respect to an auto or</p>	<p>C. A person seeking Uninsured/Underinsured Motorists Coverage must also:</p> <ol style="list-style-type: none"> 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved. 2. Promptly send us copies of the legal papers if a suit is brought. 	<p>We will pay damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an accident if the Declarations indicates that Uninsured Motorists Property Damage applies. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.</p>	<p>None.</p>	<p>A. If we and an insured do not agree:</p> <ol style="list-style-type: none"> 1. Whether that insured is legally entitled to recover damages; or 2. As to the amount of damages which are recoverable by that insured; from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated. Both parties must agree to arbitration by separate written agreement. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. <p>B. Each party will:</p>

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		<p>property contained in an auto;</p> <p>2. For any property damage to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:</p> <ul style="list-style-type: none"> a. neither one by itself is sufficient to cover the loss; and b. you will not recover more than the actual damages, less the applicable deductible. <p>3. With respect to all other property, this coverage shall be excess over any other collectible insurance.</p>				<p>1. Pay the expenses it incurs; and</p> <p>2. Bear the expenses of the third arbitrator equally.</p> <p>C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.</p>